



PROJECT NO.: B-150113

OPEN DATE: MARCH 24, 2015

AND TIME: 2:30 P.M.

*****MANDATORY*** SEE ATTACHED NOTE**

PRE-BID DATE: MARCH 13, 2015

AND TIME: 9:00 A.M.

LOCATION: LEE COUNTY PROCUREMENT
1825 HENDRY STREET, 3rd Floor
Fort Myers, FL 33901

REQUEST FOR BID

TITLE:

[STEP ONE-QUALIFICATIONS] JANITORIAL SERVICES FOR VARIOUS DOWNTOWN FACILITIES

IN ORDER FOR A COMPANY TO BE CONSIDERED RESPONSIVE IN STEP ONE, THEY MUST SUBMIT ALL INFORMATION REQUESTED ON PAGES 15, 16, 20, 21, 22, AND 27 INCLUDING APPROPRIATE SIGNATURES, INITIALS, AND OR SEALS ON PAGES 15, 16, AND 27. FAILURE TO MEET THESE REQUIREMENTS MAY CAUSE YOUR COMPANY TO BE DECLARED NON-RESPONSIVE.

Advertised Date: March 6, 2015

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

ADDRESS

1825 Hendry St 3rd Floor
FORT MYERS, FL 33901

PROCUREMENT CONTACT:

NAME: Patrick T. Lewis Sr.
TITLE: Procurement Analyst
PHONE NO.: (239) 533- 5450
EMAIL: Plewis@leegov.com

*****MANDATORY PRE-BID*****

VENDORS...

AS STATED ON THE COVER PAGE OF THIS SOLICITATION, THIS IS A **MANDATORY PRE-BID** CONFERENCE; WHICH MEANS THAT A REPRESENTATIVE OF YOUR COMPANY MUST BE IN ATTENDANCE IN ORDER TO BE ELIGIBLE TO SUBMIT A BID. THERE ARE NO EXCEPTIONS TO THIS RULE.

IT IS THE COUNTY'S POLICY TO START PRE-BIDS PROMPTLY AT THE TIME LISTED ON THE COVER PAGE OF THE SOLICITATION.

THE PRE-BID CONFERENCE WILL BE HELD AT LEE COUNTY PROCUREMENT OFFICE, LOCATED AT 1825 HENDRY STREET, 3RD FLOOR, FORT MYERS, FL, 33901. **IMMEDIATELY FOLLOWING** THE PRE-BID THERE WILL BE A **MANDATORY SITE VISIT/TOUR** OF THE WORKSITES/FACILITIES AT WHICH THE WORK WILL BE PERFORMED.

THIS WILL BE YOUR ONE AND ONLY OPPORTUNITY TO TOUR THE WORKSITES/FACILITIES.

SHOULD YOU HAVE ANY QUESTIONS PLEASE CONTACT ME AT 239-533-5453

**LEE COUNTY, FLORIDA
QUALIFICATION FORMS FOR:
JANITORIAL SERVICE FOR
VARIOUS DOWNTOWN FACILITIES**

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INTRODUCTION

SCOPE

The Lee County Board of County Commissioners are accepting qualifications from firms interested in providing janitorial service for various Lee County Government facilities located in the downtown Ft. Myers area, consisting of 10 buildings totaling approximately 800,000 square feet of space and 3 employee garages totaling approximately 403,035 square feet. These facilities house Federal, State and County government offices.

The awarded company must meet all contract specifications within 21 working days from the start-up of service.

BIDDERS may not assign or otherwise transfer its bid prior to the bid opening time.

TWO-STEP PROPOSAL PROCESS

NOTE:

*** PLEASE SUBMIT STEPS ONE AND TWO TOGETHER ON THE PROJECT OPENING DATE.**

***PLEASE USE SEPARATE SEALED ENVELOPES MARKED “STEP ONE” & “STEP TWO”**

FOR STEP ONE PLEASE SUBMIT ONE ORIGINAL SET OF REQUESTED/REQUIRED DOCUMENTS (VISIBLY MARKED “ORIGINAL”) AND THREE COPIES. ALL OF STEP ONE MAY BE INCLUDED IN ONE ENVELOPE AND THE OUTSIDE OF THE ENVELOPE MARKED AS “STEP ONE”.

FOR STEP-TWO, IN ANOTHER ENVELOPE, PLEASE PUT ONE ORIGINAL SET OF REQUESTED/REQUIRED STEP TWO DOCUMENTS (VISIBLY MARKED “ORIGINAL”) AND THREE COPIES, PER THE “SUBMISSION OF BID” INSTRUCTIONS OUTLINED IN THE STEP TWO SPECIFICATION. ALL OF STEP TWO MAY BE INCLUDED IN ONE ENVELOPE AND THE OUTSIDE OF THE ENVELOPE MARKED AS “STEP TWO”.

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

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

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

STEP ONE - REQUEST FOR QUALIFICATIONS

In Step One, please submit all requested information to the Lee County Procurement Division, 1825 Hendry Street, 3rd Floor, Fort Myers, FL 33901, before the deadline given on the cover of this solicitation. Qualifications received after this date and time will not be accepted.

All of the qualifications received will then be reviewed and evaluated by County staff and a decision made, at Lee County's sole discretion, as to which firms are qualified and which are not. Only those firms found to be qualified will be allowed to proceed to step two.

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

NOTE: A "Pass" must be obtained for all criteria in order to proceed to step-two

STEP TWO - REQUEST FOR BID - PRICES

Only firms found to be qualified in step-one will have their step-two submittal opened for consideration. This information must be completed and returned along with step-one, as directed/outlined herein and on the respective cover sheet, to the Lee County Procurement Division, 1825 Hendry Street, 3rd Floor, Fort Myers, FL 33901, before the given deadline. Pricing information received after this date and time will not be accepted.

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

GENERAL CONDITIONS

Sealed Bids will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until the time and date specified on the cover sheet of this "Request for Bid", and opened immediately thereafter by the Director or designee.

Any question regarding this solicitation should be directed to the Procurement Division Contact listed on the cover page of this solicitation, or by calling the Division of Procurement Management at (239) 533-5450.

1. SUBMISSION OF BID:

- a. Bids must be sealed in an envelope, and the outside of the envelope must be marked with the following information:
 1. Marked with the words "Sealed Bid"
 2. Name of the firm submitting the bid
 3. Title of the bid
 4. Bid number
- b. The Bid must be submitted as follows:
 1. The original consisting of the Lee County bid forms completed and signed, and where applicable corporate and/or notary seals attached.
 2. Three copies of the original bid forms for the Director.
- c. The following must be submitted along with the bid in a separate envelope. This envelope must be marked as described above, but instead of marking the envelope as "Sealed Bid", please indicate the contents; i.e., literature, drawings, submittals, etc. This information must be submitted in duplicate.
 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your bid; i.e., required submittals, literature, technical data, financial statements.
 2. Warranties and guarantees against defective materials and workmanship.
- d. **BIDS RECEIVED LATE:** It is the bidder's responsibility to ensure the bid is received by the Division of Procurement Management prior to the opening date and time specified. Any bid received after the opening date and time will be promptly returned to the bidder unopened. Lee County will not be responsible for bids received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- e. **BID CALCULATION ERRORS:** In the event there is a discrepancy between the total amount bid or the extended amounts and the unit bid prices, the unit prices will prevail and the corrected sum will be considered the bid price.
- f. **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.

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

2. **ACCEPTANCE**

The materials and/or services delivered under the bid **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 bid, it is the vendor's responsibility to name such product with his bid 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 bidder 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 bid 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/GUARANTY** (unless otherwise specified)

All materials and/or services furnished under this bid 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 bid 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 bidder to ensure that they are represented at the pre-bid. Only those bidders who attend the pre-bid conference will be allowed to bid 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 bid.

Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, 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 bidders should include in their bid all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

8. **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, must file a written “Notice of Intent to File a Protest” with the Lee County Procurement Management Director not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of the County’s “Notice of Intended Decision” 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 must 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 Procurement Management Director or Public Works Director not later than Four o’clock (4:00) PM on the third working day following the day of receipt of the County’s Notice of Intended Decision.

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

A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original “Notice of Intent to File a Protest” had never been filed.

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

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

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

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

If the Board’s decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or

damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board's final determination concerning the award.

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

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

9. **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.

10. **QUALIFICATION OF BIDDERS** (unless otherwise noted)

Bids will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Bidders 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 bids where evidence submitted or investigation and evaluation indicates an inability of the bidder to perform.

11. **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 bid materials, as may apply to this procurement.

12. **MISCELLANEOUS**

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

13. **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.

14. **AUTHORITY TO PIGGYBACK**

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

15. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately bid any project that is outside the scope of this bid, 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 bid 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 bid from DBE's to fulfill the County's stated policy toward DBE's.

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.

16. **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.

17. **DRUG FREE WORKPLACE**

Whenever two or more bids/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a bid/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.

18. **REQUIRED SUBMITTALS**

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

19. **TERMINATION**

Any agreement as a result of this bid 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 bid for emergency purposes, as defined by the Lee County Procurement and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal bid/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.

20. **CONFIDENTIALITY**

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

21. **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.

22. **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.

23. **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 BID FORM
FOR JANITORIAL SERVICES FOR
VARIOUS DOWNTOWN FACILITIES**

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:

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

The undersigned acknowledges
receipt of Addenda numbers: _____

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED BIDDER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS BID WITH OTHER BIDDERS AND HAS NOT COLLUDED WITH ANY OTHER BIDDER OR PARTIES TO A BID 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).

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): _____ Yes _____ No

COMPANY QUALIFICATIONS

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

NOTE: Franchise Janitorial firms will not be eligible for this project. The firm must not be a "franchise" based corporation, this bid is being solicited by US, the master unit, with NO INTENT TO SELL, ASSIGN, OR SUB-CONTRACT any of the projects out to other franchise owners. The persons that will be doing the work are EMPLOYEES of the business, not franchise operators.

EXPERIENCE

Company shall have a minimum of ten (10) years acceptable general experience in janitorial services.

FINANCIAL QUALIFICATIONS (MINIMUM)

- A. Company submitting qualifications shall demonstrate proof of the ability to obtain a LETTER OF CREDIT in the amount of 100 % of the total annual contract amount. In addition, the Company shall provide information with respect to the institution holding the LETTER OF CREDIT, institution name, contact person, address, and telephone number. Attachment "A" describes the purpose of the letter of credit in further detail. Attachment "A" is for information purposes only.

OR

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

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

\$1,000,000 per accident
 \$1,000,000 disease limit
 \$1,000,000 disease limit per employee

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

\$1,000,000 bodily injury per person (BI)
\$3,000,000 bodily injury per occurrence (BI)
\$1,000,000 property damage (PD) or
\$3,000,000 combined single limit (CSL) of BI and PD

Business Automobile 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:

\$1,000,000 bodily injury per person (BI)
\$3,000,000 bodily injury per occurrence (BI)
\$1,000,000 property damage (PD) or
\$3,000,000 combined single limit (CSL) of BI and PD

Employee Dishonesty/Fidelity

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

****The required limit of liability shown in Major Contracts: 1.a; 1.b; 1.c; may be provided in the form of "Excess" or "Commercial Umbrella Insurance 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.***

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.

OTHER SPECIAL CRITERIA

A. Minimum Requirements for Personnel and Equipment

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

B. Permits, Licenses and Notices

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

C. Local Office

The vendor shall have – or be willing to open, if awarded the bid, an office located within Lee County, Florida. The vendor will provide the address of the location or explain your intent – including timeframe – to open a local office if awarded the bid.

D. Emergency and After Hours Vendor Contacts

Vendor will provide 24 hour answering system for after hours and emergency situations. This will require contact numbers and the names of personnel that will be readily available for after hours and emergencies.

REQUIRED SUBMITTAL FOR STEP ONE (RFQ)

EXPERIENCE QUESTIONS

1. Company submitting qualifications shall have been in business for a minimum of ten years with acceptable general experience in providing janitorial services. Does your company meet this requirement? _____

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

2. Company submitting qualifications shall furnish at least **three separate** accounts within the State of Florida, with whom the Company has acceptably contracted for janitorial services for at least **three (3) years in the last five (5)** years to service at least 800,000 square feet each. References for these **three** accounts must be provided to include: **name of account, address of account, telephone number, contact person, dates of service, and square footages of each account.** Can your company supply these accounts? _____ If so, please list information below.

REFERENCE #1

Name of Account: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Square Footage Cleaned: _____

REFERENCE #2

Name of Account: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Square Footage Cleaned: _____

REFERENCE #3

Name of Account: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Square Footage Cleaned: _____

3. **In addition to the references required in question number two,** Company submitting this Request for Qualifications shall furnish a list of references (minimum of two accounts for any size janitorial service) to include: **name of account, address of account, telephone number, contact person, dates of service and square footages of each account.** Can your company supply this list? _____
If so, please list information below.

REFERENCE #1

Name of Account: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Square Footage Cleaned: _____

REFERENCE #2

Name of Account: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Square Footage Cleaned: _____

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

If so, please include the names of these accounts.

FINANCIAL QUALIFICATIONS QUESTIONS

Your firm has the choice of providing either a Letter of Credit or , if you Prefer, a Performance Bond

1. Does your company have the ability to obtain a LETTER OF CREDIT for 100% of the total annual contract amount? Please provide a letter from the issuing institution, indicating your ability to obtain your LETTER OF CREDIT.

Is letter attached? _____

OR

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

Is letter attached? _____

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

Are these copies attached? _____

OTHER SPECIAL CRITERIA QUESTIONS

A. MINIMUM PERSONNEL AND EQUIPMENT REQUIREMENTS QUESTIONS

Can your company supply the minimum requirements for personnel and equipment as noted in the section "Special Criteria" of this RFQ? _____

If so, include listing of personnel and equipment.

B. PERMITS, LICENSES AND NOTICES

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

Please include copies.

C. LOCAL OFFICE

Has your firm addressed the local office requirement? _____

Please include your statement regarding the local office requirement.

D. EMERGENCY AND AFTER HOURS VENDOR CONTACTS

Will your company be able to meet the requirement for after hours and emergency contact names and numbers on a 24 hour basis?

Yes _____ No _____

SAMPLE FORM A

EVALUATION SHEETS FOR
REQUEST FOR QUALIFICATIONS

Project Name: Janitorial Service for Various Downtown Facilities

Bid/Project No.: _____

Committee Evaluation Date/Time: _____

EXPERIENCE QUESTIONS

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

_____ Pass

_____ Fail

Was narrative describing experience provided?

_____ Pass

_____ Fail

2. Company shall furnish at least three (3) accounts within the State of Florida, with whom the Company has acceptably contracted for at least three (3) years in the last five (5) years to service at least 800,000 square feet each. These accounts shall have been janitorial contracts and references shall be provided to demonstrate acceptable performance.

_____ Pass

_____ Fail

Was reference check acceptable?

_____ Pass

_____ Fail

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

_____ Pass

_____ Fail

Was reference check acceptable?

_____ Pass

_____ Fail

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

_____ Pass

_____ Fail

Was reference check acceptable?

_____ Pass

_____ Fail

FINANCIAL QUALIFICATIONS QUESTIONS

1. Does the company have the ability to obtain a LETTER OF CREDIT for 100% of the total annual contract amount?

_____ Pass

_____ Fail

OR

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

_____ Pass

_____ Fail

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

_____ Pass

_____ Fail

OTHER SPECIAL CRITERIA QUESTIONS

1. Can this company supply the minimum personnel/equipment requirements?

_____ Pass

_____ Fail

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

_____ Pass

_____ Fail

Were copies provided?

_____ Pass

_____ Fail

3. Did this company address the local office requirement?

_____ Pass

_____ Fail

Was statement provided for local office requirement?

_____ Pass _____ Fail

4. Did vendor state in the affirmative to providing on a 24 hour basis contact names, phone numbers for after hour and emergency situations?

_____ Pass _____ Fail

SAMPLE

SAMPLE FORM B

REFERENCE CHECK FORM

PROJECT: Janitorial Service for Various Downtown Facilities

BID/PROJECT NO. B-150113

NAME OF COMPANY:

1. Does this company provide janitorial services to your facility? Yes No

2. How long have they provided janitorial service to your facility?

3. How often is your facility serviced by this company?

4. How many square feet do they service with janitorial at your facility/facilities?

5. How is their response time to your requests?

Excellent Satisfactory Poor

6. How is the availability of their managerial staff?

Excellent Satisfactory Poor

7. Does this company's staff act appropriately at all times?

Yes No Explanation:

8. Would you recommend employment of this company?

Yes No If No, please explain:

OVERALL COMMENTS:

REFERENCE CALLED:

NAME:

Checker's

DATE: Signature

TIME:

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

Date

Title

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.**

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

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

- _____ 1. The Solicitation has been signed and with corporate seal (if applicable).
- _____ 2. The Solicitation prices offered have been reviewed (if applicable).
- _____ 3. The price extensions and totals have been checked (if applicable).
- _____ 4. Substantial and final completion days inserted (if applicable).
- _____ 5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
- _____ 6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- _____ 7. All modifications have been acknowledged in the space provided.
- _____ 8. All addendums issued, if any, have been acknowledged in the space provided.
- _____ 9. Licenses (if applicable) have been inserted.
- _____ 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
- _____ 11. Contractor's Qualification Questionnaire and Lee County Contractor History (if applicable).
- _____ 12. DBE Participation form completed and/or signed or good faith documentation.
- _____ 13. Bid Bond and/or certified Check, (if required) have been submitted with the Solicitation in amounts indicated.
- _____ 14. Any Delivery information required is included.
- _____ 15. Affidavit Certification Immigration Signed and Notarized
- _____ 16. Local Bidder Preference Affidavit (if applicable)
- _____ 17. The mailing envelope has been addressed to:
ADDRESS
Lee County Procurement Mgmt.
1825 Hendry St 3rd Floor
Ft. Myers, FL 33901
- _____ 18. The mailing envelope **MUST** be sealed and marked with:
Solicitation Number
Opening Date and/or Receiving Date
- _____ 19. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)

****This form is not required to be returned with your solicitation, but used as a tool when responding to the solicitation.**



PROJECT NO.: B-150113

OPEN DATE: MARCH 24, 2015

AND TIME: 2:30 P.M.

*****MANDATORY*** SEE ATTACHED NOTE**

PRE-BID DATE: MARCH 13, 2015

AND TIME: 9:00 A.M.

LOCATION: LEE COUNTY PROCUREMENT

1825 HENDRY ST. 3RD FL

FT. MYERS, FL. 33901

REQUEST FOR BID

TITLE:

[STEP TWO-PRICES]

**JANITORIAL SERVICES FOR VARIOUS
DOWNTOWN FACILITIES**

Advertised Date: MARCH 6, 2015

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

ADDRESS

1825 Hendry St 3rd Floor
FORT MYERS, FL 33901

PROCUREMENT CONTACT:

NAME: Patrick T. Lewis Sr.
TITLE: Procurement Analyst
PHONE NO.: (239) 533-5453
EMAIL: Plewis@leegov.com

*****MANDATORY PRE-BID*****

VENDORS...

AS STATED ON THE COVER PAGE OF THIS SOLICITATION, THIS IS A **MANDATORY PRE-BID** CONFERENCE; WHICH MEANS THAT A REPRESENTATIVE OF YOUR COMPANY MUST BE IN ATTENDANCE IN ORDER TO BE ELIGIBLE TO SUBMIT A BID. THERE ARE NO EXCEPTIONS TO THIS RULE.

IT IS THE COUNTY'S POLICY TO START PRE-BIDS PROMPTLY AT THE TIME LISTED ON THE COVER PAGE OF THE SOLICITATION.

THE PRE-BID CONFERENCE WILL BE HELD AT LEE COUNTY PROCUREMENT OFFICE, LOCATED AT 1825 HENDRY STREET, 3RD FLOOR, FORT MYERS, FL, 33901. **IMMEDIATELY FOLLOWING** THE PRE-BID THERE WILL BE A **MANDATORY SITE VISIT/TOUR** OF THE WORKSITES/FACILITIES AT WHICH THE WORK WILL BE PERFORMED.

THIS WILL BE YOUR ONE AND ONLY OPPORTUNITY TO TOUR THE WORKSITES/FACILITIES.

SHOULD YOU HAVE ANY QUESTIONS PLEASE CONTACT ME AT 239-533-5453

**LEE COUNTY, FLORIDA
BID FORMS FOR:
JANITORIAL SERVICE FOR VARIOUS DOWNTOWN FACILITIES**

INDEX OF REQUEST FOR BID

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GENERAL CONDITIONS

Sealed Bids will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until the time and date specified on the cover sheet of this “Request for Bid”, and opened immediately thereafter by the Director or designee.

Any question regarding this solicitation should be directed to the Procurement Division Contact listed on the cover page of this solicitation, or by calling the Division of Procurement Management at (239) 533-5450.

1. SUBMISSION OF BID:

- a. Bids must be sealed in an envelope, and the outside of the envelope must be marked with the following information:
 1. Marked with the words “Sealed Bid”
 2. Name of the firm submitting the bid
 3. Title of the bid
 4. Bid number
- b. The Bid must be submitted as follows:
 1. The original consisting of the Lee County bid forms completed and signed, and where applicable corporate and/or notary seals attached.
 2. Three copies of the original bid forms for the Director.
- c. The following must be submitted along with the bid in a separate envelope. This envelope must be marked as described above, but instead of marking the envelope as “Sealed Bid”, please indicate the contents; i.e., literature, drawings, submittals, etc. This information must be submitted in duplicate.
 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your bid; i.e., required submittals, literature, technical data, financial statements.
 2. Warranties and guarantees against defective materials and workmanship.
- d. **BIDS RECEIVED LATE:** It is the bidder’s responsibility to ensure the bid is received by the Division of Procurement Management prior to the opening date and time specified. Any bid received after the opening date and time will be promptly returned to the bidder unopened. Lee County will not be responsible for bids received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- e. **BID CALCULATION ERRORS:** In the event there is a discrepancy between the total amount bid or the extended amounts and the unit prices bid, the unit prices will prevail and the corrected sum will be considered the bid price.
- f. **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.

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

2. **ACCEPTANCE**

The materials and/or services delivered under the bid **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 bid, it is the vendor's responsibility to name such product with his bid 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 bidder 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 bid 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/GUARANTY** (unless otherwise specified)

All materials and/or services furnished under this bid 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 bid 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 bidder to ensure that they are represented at the pre-bid. Only those bidders who attend the pre-bid conference will be allowed to bid 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 bid.

Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, 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 bidders should include in their bid all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

8. **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, must file a written “Notice of Intent to File a Protest” with the Lee County Procurement Management Director not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of the County’s “Notice of Intended Decision” 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 must 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 Procurement Management Director or Public Works Director not later than Four o’clock (4:00) PM on the third working day following the day of receipt of the County’s Notice of Intended Decision.

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

A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original “Notice of Intent to File a Protest” had never been filed.

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

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

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

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

If the Board’s decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the

protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board's final determination concerning the award.

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

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

9. **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.

10. **QUALIFICATION OF BIDDERS** (unless otherwise noted)

Bids will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Bidders 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 bids where evidence submitted or investigation and evaluation indicates an inability of the bidder to perform.

11. **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 bid materials, as may apply to this procurement.

12. **MISCELLANEOUS**

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

13. **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.

14. **AUTHORITY TO PIGGYBACK**

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

15. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately bid any project that is outside the scope of this bid, 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 bid 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 bid from DBE's to fulfill the County's stated policy toward DBE's.

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.

16. **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.

17. **DRUG FREE WORKPLACE**

Whenever two or more bids/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a bid/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.

18. **REQUIRED SUBMITTALS**

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

19. **TERMINATION**

Any agreement as a result of this bid 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 bid for emergency purposes, as defined by the Lee County Procurement and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal bid/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.

20. **CONFIDENTIALITY**

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

21. **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.

22. **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.

23. **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 BID FORM
FOR
JANITORIAL SERVICE FOR VARIOUS DOWNTOWN FACILITIES

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:

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

The undersigned acknowledges receipt of Addenda numbers: _____

ADMINISTRATION BUILDING

<u>TOTAL ANNUAL CHARGES</u> <u>(BASIS OF AWARD)</u>	\$ _____ ANNUAL COST
--	-------------------------

OLD COURTHOUSE

<u>TOTAL ANNUAL CHARGES</u> <u>(BASIS OF AWARD)</u>	\$ _____ ANNUAL COST
--	-------------------------

ADMINISTRATION BUILDING EAST

<u>TOTAL ANNUAL CHARGES</u> <u>(BASIS OF AWARD)</u>	\$ _____ ANNUAL COST
--	-------------------------

JUSTICE CENTER

<u>TOTAL ANNUAL CHARGES</u> <u>(BASIS OF AWARD)</u>	\$ _____ ANNUAL COST
--	-------------------------

JUSTICE CENTER TOWER (POD E)

TOTAL ANNUAL CHARGES \$ _____
(BASIS OF AWARD) ANNUAL COST

JUSTICE CENTER ANNEX

TOTAL ANNUAL CHARGES \$ _____
(BASIS OF AWARD) ANNUAL COST

COMMUNITY DEVELOPMENT/PUBLIC WORKS

TOTAL ANNUAL CHARGES \$ _____
(BASIS OF AWARD) ANNUAL COST

JAIL ADMINISTRATION OFFICES

TOTAL ANNUAL CHARGES \$ _____
(BASIS OF AWARD) ANNUAL COST

JAIL RECEIVING LOBBY

TOTAL ANNUAL CHARGES \$ _____
(BASIS OF AWARD) ANNUAL COST

COMMUNITY ASSESSMENT CENTER

TOTAL ANNUAL CHARGES \$ _____
(BASIS OF AWARD) ANNUAL COST

EMPLOYEE GARAGE OFFICES & ELEVATORS

TOTAL ANNUAL CHARGES \$ _____
(BASIS OF AWARD) ANNUAL COST

JUSTICE CENTER ANNEX GARAGE

TOTAL ANNUAL CHARGES \$ _____
(BASIS OF AWARD) ANNUAL COST

JUDGES GARAGE

TOTAL ANNUAL CHARGES \$ _____
(BASIS OF AWARD) ANNUAL COST

DOWNTOWN PROJECT COORDINATOR

(oversees all buildings)

TOTAL ANNUAL CHARGES \$ _____
(BASIS OF AWARD) ANNUAL COST

CHIEF SUPERVISOR

(oversees all buildings)

TOTAL ANNUAL CHARGES \$ _____
(BASIS OF AWARD) ANNUAL COST

UTILITY PERSON (COURT SERVICES)

(for Justice Center Annex, Justice Center and Justice Center Tower only)

TOTAL ANNUAL CHARGES \$ _____
(BASIS OF AWARD) ANNUAL COST

GRAND TOTAL ANNUAL CHARGES
FOR ALL 13 SITES AS WELL AS THE
DOWNTOWN PROJECT COORDINATOR,
CHIEF SUPERVISOR, & UTILITY PERSON
FOR COURT SERVICES

\$ _____
GRAND TOTAL
ANNUAL CHARGES
(BASIS OF AWARD)

*For this project sub contracting for special cleaning tasks, such as but not limited to window cleaning, pressure washing of buildings will be allowable; however, in regards to the day to day general cleaning no sub-contracting will be allowed for this project. Will your firm be utilizing any sub contracted personnel for general day to day cleaning duties?

YES _____ NO _____

ADDITIONAL CHARGES: THE FOLLOWING FEES ARE TO BE USED AS
NEEDED IN ORDER TO MODIFY THE CONTRACT PRICES THROUGHOUT
ITS TERM. THESE CHARGES APPLY TO ALL THE BUILDINGS. THESE
CHARGES ARE NOT A PART OF THE BASIS OF AWARD

HOURLY RATE FOR EMERGENCY WORK \$ _____
PER MAN HOUR

COST PER SQUARE FOOT, PER DAY TO ADD
DUSTING AND VACUUMING OF OFFICE AREAS \$ _____
(if over the required 2 x per week) P.S.F./PER DAY

OPTION:

UPHOLSTERY CLEANING (FABRIC ONLY)

Cost per chair \$ _____

THERE ARE CLOTH PANELS ON THE WALLS OF THE COURTROOMS IN THE JUSTICE CENTER TOWER. LEE COUNTY RESERVES THE RIGHT TO NEGOTIATE A PRICE FOR CLEANING THE WALLS WITH THE VENDOR OR TO SEEK PROPOSALS FROM OUTSIDE VENDORS FOR THIS WORK.

IF IT IS DEEMED NECESSARY TO ADD OR DELETE SQUARE FOOTAGE FROM THIS CONTRACT ON A TEMPORARY OR PERMANENT BASIS, THE TOTAL ANNUAL CHARGE WILL BE DIVIDED BY THE NUMBER OF SQUARE FEET TO DETERMINE THE ANNUAL COST PER SQUARE FOOT. THAT COST PER SQUARE FOOT WILL BE ADDED TO OR DEDUCTED FROM THE TOTAL ANNUAL CHARGES.

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:

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

Are there any modifications to the bid or specifications:

YES _____

NO _____

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED BIDDER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS BID WITH OTHER BIDDERS AND HAS NOT COLLUDED WITH ANY OTHER BIDDER OR PARTIES TO A BID 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).

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): _____ Yes _____ No

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
VARIOUS DOWNTOWN FACILITIES**

SCOPE

This request for bid is issued by the Lee County Board of County Commissioners, Florida to request sealed bids from qualified Vendors interested in providing contract janitorial services to 10 County facilities, totaling approximately 827,181 square feet, and 3 employee garages totaling approximately 403,035 square feet, located in the downtown Fort Myers area. These facilities house County and State offices and staff.

Materials to be supplied by the Vendor shall include items such as, toilet paper, paper towels, soap and trash bags, etc. Lee County requires that only recycled paper products be provided and under no circumstances shall any aerosol cleaning products be utilized. All cleaning materials such as bathroom cleaners, general purpose cleaners, floor care products and glass cleaners must meet the standards set by Green Seal. Attached to this formal bid you will see the guidelines for safe environmental products and suggestions for manufacturers of such cleaning products.

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

Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

TERM OF AWARD

If awarded, the terms of this solicitation shall be in effect upon issuance of a "Notice to Proceed" by the County and shall continue in full force and effect for a period of five years, or until a contract is awarded and in place.

BASIS OF AWARD

The contract for these services will be awarded to the overall low bidder, Grand Total Annual Charges, meeting all specification requirements. The "Grand Total Annual Charges" low bidder will be determined by adding/calculating the sum of the total cost for all the sites plus the downtown project coordinator, chief supervisor, and utility person for court services positions.

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 request for bid elsewhere in an emergency situation.

BUILDING ACTIVATION FOR EMERGENCY SITUATIONS

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

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. 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.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

SUB-CONTRACTORS

The use of sub-contractors under this bid is not allowed without prior written authorization from the County representative.

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 bid.

The Lee County Local Bidder's Preference Ordinance No. 08-26 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 bid 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/Collier 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 three (3) years, and that has the personnel, equipment and materials located within the boundaries of Lee/Collier 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 bids in any procurement for goods or services when making an award in the best interests of the County.

GENERAL INFORMATION

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

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

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

Bid errors shall be handled as follows:

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

BIDDERS may not modify these specifications for any reason whatsoever.

BIDDERS may not assign or otherwise transfer its bid prior to the bid opening time.

ADDITION OR DELETION OF SQUARE FOOTAGE OR SITES

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

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

CONSUMER PRICE INDEX ADJUSTMENT

The contract price bid for this service will be increased annually on the first of October. This increase will be based on the July increase in the 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.

LETTER OF CREDIT

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

OR

PERFORMANCE BOND

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

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

QUALIFICATIONS OF SURETY COMPANIES

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

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

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

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

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

To be acceptable to the Owner as Surety on projects not in excess of \$500,000.00, Surety shall comply with these minimum provisions of State Statute 287.0935 as follows:
Surety must have twice the minimum surplus and capital required by Florida Insurance Code at the time of bid solicitation.

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

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

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

INSURANCE REQUIREMENTS

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

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

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

COUNTY'S RESERVATION OF RIGHTS

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

COUNTY'S RIGHTS AND OPTIONS

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

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

5. In this formal bid request the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case by case basis, at the discretion of the County.
6. To eliminate requirements and criteria at the County's own discretion.

A. GENERAL WORK REQUIREMENTS

1. Workmanship and Inspection

- a. The County representative shall decide any and all questions which may arise as to the quality and acceptability of materials used and work performed, the manner of performance and the rate of progress of the work.
- b. Workmanship shall be of the highest quality. All cleaning employees shall be mentally and physically competent to perform the services required. The Vendor shall at all times enforce strict discipline and good order among his employees.

2. Uniforms and Security

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

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

If the awarded janitorial firm does not comply at all times with the security check procedure, it may be grounds for termination of the janitorial contract. Any charges incurred for these background checks are the sole responsibility of the Vendor.

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

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

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

Some of the State or Federal Agencies in the Justice Center Annex (Sun Trust Building) may require their own background checks. Vendor will cooperate with their procedures.

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

3. Supervision and Safety

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

4. Materials and Equipment

- a. The Vendor shall be responsible for the complete performance of all work and for the methods, means and equipment used, and for all materials, tools, apparatus and property of every description used in connection therewith.

- b. The County realizes that the majority of chemicals used by the janitorial Vendors are not hazardous. As a requirement of this request for bid, the awarded vendor shall provide a list of all materials and supplies that will be used to do the work under this contract. Indicate use, description and minimum amount to be utilized monthly. All cleaning materials such as bathroom cleaners, general purpose cleaners and glass cleaners must be listed and a statement regarding meeting the Green Seal requirements under separate cover. Please note that all bathroom cleaners, general purpose cleaners and glass cleaners must conform to green seal standards for safe environmental products.

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

- c. The Vendor shall furnish and maintain all the necessary equipment. The County may conduct an inventory every 6 months to verify equipment quantities and condition.

NOTE: MANUALLY OPERATED CARPET SWEEPERS ARE NOT TO BE USED IN PLACE OF AN ELECTRIC VACUUM CLEANER ON CARPETING.

5. Storage

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

6. Trash Removal

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

7. Penalties

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

8. Defaults by Vendor

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

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

9. Termination by the County

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

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

10. Termination by the Vendor

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

11. Holidays (This is for informational purposes only)

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

New Years Day & 1 contiguous day - January 1 (and as designated)
 Martin Luther King Day - Third Monday in January

Memorial Day	- Last Monday in May
Fourth of July	- July 4 th *
Labor Day	- 1st Monday in Sept.
Veterans Day	- November 11th
Thanksgiving Day	- 4th Thursday in November
Day After Thanksgiving	- Fourth Friday in November
Christmas Day & 1 contiguous day	- December 25 (and as designated)

Note: *Fourth of July – July 4th or as designated if it falls on weekend
Veterans Day – November 11th or as designated if it falls on weekend.

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

<u>If Christmas or New Year’s</u> <u>Observed Day Falls On</u>	<u>Days Off</u>
Sunday	Monday and Tuesday
Monday	Monday and Tuesday
Tuesday	Monday and Tuesday
Wednesday	Tuesday and Wednesday
Thursday	Thursday and Friday
Friday	Thursday and Friday
Saturday	Thursday and Friday

State Offices and Court Administration may observe the additional holidays of Rosh Hashana, Yom Kippur and Good Friday. Dates for those closures are given to Facilities Construction and Management on an annual basis. They also observe only New Years Day and not an additional contiguous day.

Facilities Construction and Management will coordinate these closing with the vendor prior to the holiday.

Refer to Section B “Technical Specifications” for further info on whether holidays need to be worked.

12. Damage to County Property

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

13. Examination of Site and Other Relevant Material

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

14. Permits, Licenses and Notices

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

15. Assignment of Contract

The day to day cleaning shall not be sub-contracted for this contract. Only special cleaning tasks (as noted on page 15) may be sub contracted.

16. Laws and Taxes

- a. The Vendor shall comply with all County, City, State, and Federal Laws, and all applicable municipal ordinances, and shall indemnify the Owner from all Vendor violations thereof. The Vendor shall further assume and be specifically liable for all State and Federal Payroll or Social Security Taxes, Unemployment Compensation Tax, and for all State and Federal Sales and Use Taxes which may be in force and guarantees to hold the Owner harmless in every respect for violations by the Vendor of any such laws.
- b. Of special note is Florida Statute 442, "Right to Know Law", and the Vendor will comply with it fully and also assist Lee County as necessary in a timely manner.
- c. Vendor's employees must comply with the Florida Clean Indoor Air Act Chapter 85-257 by observing no smoking restrictions.
- d. Vendor shall comply with all applicable portions of OSHA 1910.

17. Method of Payment

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

18. Precedence of Specifications

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

B. TECHNICAL REQUIREMENTS

1. Scheduling (Informational Only)

Lee County, working with the Vendor, may designate the time during which selected areas shall be cleaned. Crew scheduling is the Vendor's responsibility and should be arranged so as not to interfere with day-to-day business operations. Certain departments observe other holidays in addition to those listed as being observed by the County (i.e. religious and/or national holidays). Crews are to be scheduled according to all departments' holiday observances. Also crew scheduling should include work to be conducted on holidays.

State Attorney's Office will provide the vendor with Security Badge access to the 6th, 7th, and 9th floors as well as Suites 240, 270, 802 and 806 between the hours of 7:00 a.m. and 9:00 a.m. weekdays for the Justice Center Annex (Sun Trust Building). The actual work is to be performed between the hours of 7:00 a.m. and 8:30 a.m. Access to State Attorney's offices after 5:00 p.m. during the week or at 9:00 a.m. on Saturday must be coordinated with the office and vendor will need to be escorted. Vendor's crew may need to be finger printed for access to this area.

In the Justice Center Annex, Court Administration offices on the 4th floor will need to be cleaned after 9:30 a.m. and noon. Court personnel will need to be present during cleaning.

Court Administration offices, the Electronic Court Reporting office, Records, Probation and Pre Trial areas all require the "quiet" vacuums. Those offices are required to be cleaned between 7:00 a.m. and 8:30 a.m. daily.

The Hearing Examiners office on the second floor in the Community Development/Public Works Building is a secured area. Schedules for cleaning that area must be coordinated with the office personnel.

During heavy downpours of rain, it may be required that a mop be provided for court staff to use to keep the floors dry at the entrances to the Justice Center and the Justice Center Tower.

All Buildings: Cleaning personnel on duty during the day shall be on the premises to clean, recycle and restock all restrooms. Evening personnel are to be appropriately scheduled by the Vendor to allow as much time as necessary to perform all routine and special cleaning functions.

2. Communication and Local Office

- a. To facilitate communication between the vendor's personnel and the County, the awarded Vendor must provide cell phones or some other form of communication to the on-site supervisors.
- b. Because of emergency situations, it may be necessary to contact vendor personnel after normal work hours. The awarded vendor will be required to have a local office in Lee County and a method to answer calls to that office 24 hours per day. Vendor must also provide Lee County with emergency contact phone numbers and personnel.
- c. The County's contact for this contract will be David Pinheiro in the Facilities Construction and Management Department. He can be reached at (239) 357-8547.
- d. The awarded vendor will be provided with an office and County telephone in the basement of the Administration Building. Someone must be available at all times to answer this phone during the specified daytime hours. The phone can be forwarded to a supervisor's cellular phone, but still must be answered by someone in the Administration Building. This phone is for County business only, and is not to be abused by the vendor. Any personal **or long distance** charges incurred by the vendor will be subtracted from any payment due.
- e. The awarded successful vendor's supervisory personnel will routinely be dealing with designated Lee-County personnel, the vendor will insure these supervisors are conversant in English. Moreover, any of the successful 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.

3. Personnel Requirements

Because of the size of this contract, it will be mandatory to require the personnel listed below to be stationed downtown during the term of this contract. Given below are the requirements for those positions and work hours. If it becomes necessary to add or delete personnel, the unit costs for these positions given on the price proposal page will be used to make adjustments to the total contract amount.

DOWNTOWN PROJECT COORDINATOR

This position will be responsible for directing all cleaning staff including day and night crews. This person will be responsible for all personnel working under this contract. Duties would include, but not limited to, crew scheduling, ordering and warehousing product supplies, and to act as liaison between Facilities Construction and Management and building occupants. This position will be responsible to field calls from building occupants when necessary. This position will review quality assurance inspections, with the Chief Supervisor, of the work performed by the cleaning staff as well as performing these checks independently and randomly. This person must have a local cell phone number and be able to be contacted 24 hours a day.

CHIEF SUPERVISOR

This position will answer primarily to the Downtown Project Coordinator and will act as liaison between the Downtown Coordinator and cleaning personnel, in particular directing the crew leaders of the cleaning staff in each building, both day and night shifts. Duties would include, but not limited to making sure all supply closets are filled, fielding telephone calls, complaints and requests from building occupants, overseeing all work being performed in each building. This person must have a local cell phone number and be able to be contacted throughout the day should contact with the Downtown Coordinator be interrupted. This position will perform quality assurance inspections of the work performed by the night and day cleaning personnel.

UTILITY PERSON FOR COURT SERVICES

The Utility Person dedicated for Court Services will be required to do light moving and miscellaneous special cleaning tasks shared between Court Administration, Public Defender and State Attorney offices. Light moving will be described as nothing over 45 lbs. and no heavy furniture or equipment such as desks, credenza's, file cabinets, copiers, etc. All materials and equipment necessary for this position will be provided by the Vendor and scheduling for this person will be coordinated between the Vendor and the department.

Vendor will be responsible for staffing the cleaning crews in order to accomplish the cleaning requirements for each of the buildings. Lee County is requesting that each day and night crew in each building, have a crew leader that monitors staff to ensure that duties are being performed as directed.

On-site Crew Supervisor: This position will work directly with the Chief Supervisor to insure that all janitorial work is assigned, carried out, and completed properly. This position will be on the premises during the described hours. This person will be required to delegate the required cleaning duties for the crew's shift and/or any special requests from the Chief Supervisor or Downtown Project Coordinator.

Unless otherwise stated in this specification, day and night crews will be needed for this contract in certain buildings. Typically the day crew will be required from 7:00 a.m. to 5:00 p.m. and night crew required from 5:00 p.m. until finished, however,

these hours may be adjusted depending on the specific needs of the occupants of the buildings. Most buildings will require normal cleaning Monday through Friday with special work requirements (shampooing of carpets, stripping & waxing of floors, pressure washing, window washing, etc.) being scheduled either during the evening hours, on weekends or over holidays. All special work requirements are to be scheduled through the appropriate Department Representative.

A. Day and evening cleaning crews will be required for the following buildings:

**Administration Building
Old Courthouse
Administration Building East
Justice Center
Justice Center Tower (Pod E)
Justice Center Annex
Community Development/Public Works Building**

B. Staff from the Justice Center day crew will be needed to do the normal cleaning tasks at the following building during the day crew shift:

Community Assessment Center

* Any special work requirements will have to be scheduled with the building occupants and/or County Representative.

C. Staff from the Justice Center day crew will be needed to do the normal cleaning tasks during the day crew shift and other tasks as stated below at the following buildings:

**Jail Administration Offices – Floor work after 5:00 p.m. Monday –Friday
Jail Warrants Office – Floor work to be done on Sundays
Jail Receiving Lobby – Floors are mopped 2 times per day preferably
around 11:30 a.m. and between 5:00 p.m. and 5:30 p.m. Monday-Friday**

* Any special work requirements will have to be scheduled with the building occupants and/or County Representative.

D. Staff from the Justice Center day crew will be needed to do the normal cleaning tasks during the day crew shift at the following building:

Employee Garage Offices & Elevators – Offices are cleaned Monday - Friday

* Any special work requirements (i.e. pressure washing) will have to be scheduled with the County Representative.

E. Staff from the Justice Center Annex day crew will be needed to do the normal cleaning tasks during the day crew shift at the following building:

Justice Center Annex Garage

* Any special work requirements (i.e. pressure washing) will have to be scheduled with the County Representative.

F. Staff from the Justice Center or Justice Center Tower (Pod E) will be needed to do the normal cleaning tasks during the day crew shift at the following building:

Judges Garage

* Since this area is a secured area, any special work requirements will have to be scheduled with the County Representative.

Cleaning Crews

Each cleaning crew necessary for this contract will be required to be supervised by a Crew Supervisor. Each Crew Supervisor will be on site with the cleaning staff to ensure that all cleaning tasks are assigned, carried out and completed properly. The Crew Supervisor will be required to delegate any special requests from the Downtown Project Coordinator and/or the Chief Supervisor.

Requirements for staffing the cleaning crews will include, but not limited to, the following positions:

Bathroom Cleaner
Trash & Recycling Person
Utility Person
Floor Person

These positions are merely minimum requirements for the cleaning crews. The vendor will need to staff each crew according to the needs of the building being serviced.

The Utility Person will be required to do light moving and miscellaneous special cleaning tasks. Light moving will be described as nothing over 45 lbs. and no heavy furniture or equipment such as desks, credenza's, file cabinets, copiers, etc. All materials and equipment necessary for this position will be provided by the Vendor.

The Utility Person dedicated for Court Services will be required to do light moving and miscellaneous special cleaning tasks shared between Court Administration, Public Defender and State Attorney offices. Light moving will be described as nothing over 45 lbs. and no heavy furniture or equipment such as desks, credenza's, file cabinets, copiers, etc. All materials and equipment necessary for this position will be provided by the Vendor and scheduling for this person will be coordinated between the Vendor and the department.

4. Premises to be Cleaneda. ADMINISTRATION BUILDING – 2115 SECOND STREET

A six story building, housing County offices, consisting of approximately **76,807** square feet.

1 st floor	13,392 square feet (incl. Snack Bar – 238 sq. ft.)
2 nd floor	13,062 square feet
3 rd floor	13,398 square feet
4 th floor	13,420 square feet
5 th floor	11,806 square feet
6 th floor	11,729 square feet

Restrooms	16
Fixtures	68
Kitchen Sinks	3
Elevators	3
Stairwells	4

Floor Covering:	Carpet	70%
	Vinyl	20%
	Marble Type	2%
	Ceramic Tile	5%
	Other	3%

b. ADMINISTRATION EAST BUILDING – 2201 SECOND STREET

A six story building, housing State and County offices, consisting of approximately **67,588** square feet.

1 st floor	10,821 square feet
2 nd floor	10,355 square feet
3 rd floor	11,603 square feet
4 th floor	11,603 square feet
5 th floor	11,603 square feet
6 th floor	11,603 square feet

Restrooms	35
Fixtures	71
Kitchen Sinks	3
Elevators	3
Stairwells	2

Floor Coverings:	Carpet	60%
	Ceramic	20%
	Vinyl	5%
	Wood	15%

c. OLD COURTHOUSE – 2100 MAIN STREET

A three story building housing offices and meeting rooms, consisting of approximately **20,247** square feet.

Basement	1,400 square feet
1 st Floor	7,859 square feet
2 nd Floor	9,435 square feet
Balcony	1,553 square feet

Restrooms:	4
Fixtures:	26
Elevators:	1
Stairways:	2

Floor Coverings:	Carpet	50%
	Marble Type	45%
	Vinyl	3%
	Ceramic	1%
	Wood	1%

NOTE: THE ADMINISTRATION BUILDING AND THE OLD COURTHOUSE ARE INTERCONNECTED BY A SERIES OF HALLS AND STAIRWAYS.

d. JUSTICE CENTER

A six story building housing offices, courtrooms, jury rooms, and a library; consisting of approximately **288,316** square feet.

1 st Floor	60,869 sq. feet (excludes Receiving Area of 4,800 sq., ft.)
2 nd Floor	58,302 sq. feet (excl. cafeteria of 4,800 s.f.; incl patio of 368 sq. ft)
3 rd Floor	47,448 sq. feet
4 th Floor	46,941 sq. feet
5 th Floor	45,361 sq. feet
6 th Floor	23,524 sq. feet
Transfer Level	5,503 sq. feet

Total Restrooms	105
Elevators	9

Floor Coverings:	Carpet	80%
	Vinyl	16%
	Ceramic Tile	1%
	Quarry Tile	2%
	Other	1%

e. **JUSTICE CENTER ANNEX (SUN TRUST BUILDING) – 2000 S. MAIN STREET**

A nine story building housing private and governmental offices, and consisting of **122,854** square feet of space. The Sun Trust Bank on the first floor does their own janitorial. The Banks space of 6,242 square feet will be excluded from the contract.

1 st Floor	12,130 sq. feet (excludes 6,242 sq. ft. for Bank, remainder 5,888 sq. ft.)
2 nd Floor	12,470 sq. feet
3 rd Floor	14,012 sq. feet
4 th Floor	14,012 sq. feet
5 th Floor	14,012 sq. feet
6 th Floor	14,012 sq. feet
7 th Floor	14,012 sq. feet
8 th Floor	13,820 sq. feet
9 th Floor	12,772 sq. feet
Walkover and Elevator Lobby - 1,602 sq. ft.	

Total Restrooms	20
Fixtures	77
Elevators	4
Kitchen Sinks	2
Custodial Sinks	6

Floor Coverings:

Carpet	80%
Marble	5%
Ceramic Tile	10%
Other	5%

f. **JUSTICE CENTER TOWER (POD E)**

A 10 story building housing offices, courtrooms and offices of court functions. The approximate square footage of this building is **141,959** square feet.

1 st Floor	14,284 sq. ft. (includes 1,575 s.f. of scanner lobby; excludes 3,039 s.f. for secured holding areas)
2 nd Floor	14,171 sq. ft. (Excludes 714 s.f. for secured holding areas)
3 rd Floor	14,087 sq. ft. (Excludes 798 s.f. for secured holding areas)
4 th Floor	14,171 sq. ft. (Excludes 714 s.f. for secured holding areas)
5 th Floor	14,171 sq. ft. (Excludes 714 s.f. for secured holding areas)
6 th Floor	14,087 sq. ft. (Excludes 798 s.f. for secured holding areas)
7 th Floor	14,171 sq. ft. (Excludes 714 s.f. for secured holding areas)
8 th Floor	14,171 sq. ft. (Excludes 714 s.f. for secured holding areas)
9 th Floor	14,323 sq. ft.
10 th Floor	14,323 sq. ft.

Restrooms	86
Fixtures	288

Break Rooms/Kitchenettes	36
Break Room Sinks	36
Custodial Sinks	6
Custodial Closets	7
Showers	4
Emp. /Public Elevators	4
Judges Elevators	2
Stairwells	4
Floor Coverings:	
Carpet	60
Ceramic Tile	39%
Vinyl	1%

g. JAIL ADMINISTRATION BUILDING

A one story facility connected to the Justice Center. This facility houses the Sheriff's Department Administrative offices and consists of approximately **2,784** square feet to service.

Restrooms	3
Fixtures	6
Kitchen Sink	1

Floor Coverings:

Carpet	40%
Vinyl	35%
Ceramic	24%
Other	1% (concrete)

h. JAIL RECEIVING LOBBY

A one story facility connected to the Justice Center. This facility houses the Sheriff's Department receiving area. This is public area and is open 24 hours a day and consists of approximately **1,713** square feet.

Restrooms	2
Fixtures	4

Floor Coverings:

Ceramic Tile	100%
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i. COMMUNITY ASSESSMENT CENTER (JUVENILE ASSESSMENT)

A one story facility connected to the Sheriff's & Justice Center areas. This facility houses State and County personnel and is open 24 hours per day and consists of approximately **4,913** square feet.

Restrooms	4
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Fixtures	8
Custodial Closet	1

Floor Covering:

Carpet	50%
Vinyl	45%
Ceramic Tile	5%

j. COMMUNITY DEVELOPMENT/PUBLIC WORKS BUILDING

A four story facility occupied by County offices. This building consists of approximately 100,000 square feet.

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

Floor Covering:

Carpet	85%
Vinyl	3%
Ceramic Tile	6%
Other	6%

k. DOWNTOWN GARAGES

Employee Garage: Consists of approximately **260,540** square feet, excluding the liner offices.

Liner Offices contain approximately **4,396** square feet for daily cleaning and has 4 bathrooms with 8 fixtures total.

Elevators (2) consisting of 50 square feet each for daily cleaning

Justice Center Annex

Garage: Consists of approximately **91,495** square feet.

Judges Garage: Consists of approximately **51,000** square feet.

5. Quality Standards

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

- a. Absence of dust on horizontal and vertical surfaces of floors, walls, ledges, furniture and equipment.
 - b. Absence of litter and trash on floor and horizontal surfaces of equipment.
 - c. Absence of finger marks and spots and soil build-up on walls, partitions, doors, dividers, etc.
 - d. Absence of encrustation, soil and wax build-up on floors, particularly in corners, along edges and baseboards, around door jambs, and around furniture and equipment legs and bases.
 - e. Absence of soil and stains on toilet room fixtures, drains, traps, faucets, soap and paper dispensers, stalls, mirrors, ledges and drinking fountains. Disinfectants shall be used to sterilize toilet room fixtures, where required.
 - f. Absence of dust, spots, soil build-up and encrustations on furniture and equipment surfaces and legs.
 - g. Absence of dust, lint, and litter on upholstered furniture.
 - h. Absence of soil, litter, dust and encrustations in ash trays, urns, wastebaskets, and trash containers. Wastebaskets and trash containers to be washed as needed.
 - i. Absence of marks, spots, stains and streaks on interior and exterior entrance door and lobby glass and all partition glass.
 - j. Absence of soil and dust on window blinds, shades, sills, frames, and ledges.
 - k. Absence of other visible soil and cobwebs on horizontal surfaces including ceilings.
 - l. Absence of trash in building. Trash shall be collected and removed to designated area.
 - m. Absence of soil, litter, dust and spots from all carpets, mats and floors.
 - n. Absence of streaks, spots, stains from all brightwork, where appropriate. All brightwork shall be polished dry to a high sheen.
6. Special Provisions to be Observed While Cleaning Data Processing Areas
- a. Vendor shall not move nor jar Data Processing machines, equipment, accessories, etc.
 - b. Vendor shall exercise extreme caution when using water buckets, and shall mount them on dollies to prevent spillage. Vendor shall, without delay, report any spillage or other errors in the cleaning operation to the County department or County Representative.

7. Vendor Requirements

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

8. Special Cleaning Task Requirements

a. **Pressure Wash Exterior of Building**

As described in these specifications, the exterior of the building will need to be pressure cleaned. If the awarded vendor hires a subcontractor to do this work, Lee County reserves the right to approve of this firm. Also, Lee County reserves the right to request the vendor have adequate insurance coverage and hold Lee County harmless. The vendor that does this task must be properly licensed to perform this type of work. The preferred time for cleaning is in October each year.

b. **Building Exterior Window Washing**

As described in these specifications, the exterior building windows will need to be cleaned. The preferred time for cleaning is in April and October each year. If the awarded vendor hires a subcontractor to do this work, Lee County reserves the right to approve of this firm. Also, Lee County reserves the right to request the vendor have adequate insurance coverage and hold Lee County harmless. The vendor that does this task must be properly licensed to perform this type of work.

c. **Carpet Cleaning**

Carpet shall be cleaned no less than four times per year via water extraction (preferably hot water) method and fans used to minimize drying time. In some circumstances, a dry cleaning method may be requested. While the required method of carpet cleaning is extraction, the quarterly service may be determined by the condition of the carpet at the time of cleaning by the vendor and County Representative (i.e. if the carpet is newly installed). "Spot cleaning" is to be done on a continual basis.

Note: Carpet cleaning will require two weeks prior notification and will require an escort for janitorial staff in some buildings. It is preferred that this work be performed after 5:00 p.m., on the weekends or over holidays to avoid employee sensitivity issues.

d. Strip and Rewaxing of Hard Floors

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

Note: Stripping and Rewaxing will require two weeks prior notification and will require an escort for janitorial staff in some buildings. It is preferred that this work be preformed after 5:00 p.m., on the weekends or over holidays to avoid employee sensitivity issues.

e. Mechanical/Equipment/Maintenance Rooms

In most of our buildings there is a mechanical room(s). This room is not to be entered or cleaned without prior authorization and instructions from the County's Representative. The cleaning of this room can only be done in the presence of the County's representative. The cleaning will usually involve sweeping, dusting, mopping, and pressure cleaning the floor, as needed. For purposes of this bid, it is estimated that this requirement would be 3 times a year. However, the large mechanical room next to the Building Automation Shop in the Justice Center is to be cleaned on a weekly basis.

f. Hepa Filter Vacuum Cleaners

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

g. Old Courthouse Building Wooden Floor in the Commission Chamber

The floor is made of wood with a varnished and waxed finish. The following guidelines are to be followed when cleaning this floor:

1. Dust mop or vacuum daily.
2. Clean with a "non-water based" cleaner made for this type of wood flooring, once a week or as necessary. Any cleaning chemicals used on this floor must be first approved for use by the County's Representative.
3. Buff with a soft pad (i.e. all cotton/terry bonnet pad with no scrubber strips) as necessary.

Refinishing of the surface will be done as needed, and will be discussed with the vendor at that time. Lee County reserves the right to seek bids/prices for this work from outside vendors.

h. Cleaning of the Justice Center and Justice Center Tower Bathrooms

All the bathrooms in the Justice Center are to be cleaned according to the given schedule each day. Also, the below given checklist is to be followed each time the bathrooms are cleaned.

1. Cleaning Schedule

- a. Floors 1, 2, 3, 4, 5, 6, 7 and 8 bathrooms are to be serviced every hour.
- b. The Judicial Chambers should be cleaned during the normal daily schedule between the hours of 7:00 a.m. – 8:30 a.m. This can be arranged between the Janitorial Staff and the sitting Judge.
- c. Courtrooms, Jury Deliberation Rooms, Judges Conference Rooms, Associated Restrooms, etc. need to be cleaned after normal business hours and after court session is complete.
- d. First floor staff restrooms and the Tower Judicial 9th and 10th floors have Shower facilities and will need to be cleaned during normal business hours.

2. Bathroom Service Checklist

- a. Check all paper goods and resupply as necessary
- b. Resupply soap dispensers as needed
- c. Clean the counters and mirrors
- d. Clean the stalls as needed
- e. Clean all fixtures as needed
- f. Sweep floor and pick up any litter as needed
- g. Damp mop any areas as necessary
- h. Empty and reline all trash receptacles as needed

i. Stairwells

All stairwells in the building are to be cleaned on a daily basis. Some can be cleaned during the day and some at night. Cleaning should include:

- a. Sweeping down stairs
- b. Moping stairs as necessary
- c. Dusting banisters
- d. Wiping down banister with cleaner/disinfectant
- e. Wiping or sweeping down walls to keep them free of any dust particles and dirt.
- f. Cleaning any windows that are in the stairwells may not have to be done on a daily basis, but must be checked on a daily basis and cleaned as needed.

j. Banyon Tree Berries

Several times during the year, the berries, that are produced by the Banyan tree in front of the Old Courthouse, drop on the side walks around the tree

and the main front area of the this building. The berries “splatter” when they hit the concrete surface and excrete a slimy residue that creates not only a slipping hazard, but a tripping hazard as well. During these times, the berries must be swept and/or scrapped off the concrete surface two times per day, first thing in the morning and then again after the noon hour. It will also be necessary to pressure wash the area several times during these periods. During all other times, it will be necessary to sweep that area first thing in the morning and check it during the day, sweeping as necessary.

k. Marble Floors in the Justice Center Annex (Sun Trust Building)

In the Justice Center Annex there are marble floors and walls on the first and second floors. The floors are to be buffed at least once a month to maintain the finish, then new finish applied as necessary to keep the quality of appearance and slip resistant factors. Products used on the marble floors should be discussed with the County representative before using. The marble walls are to be dusted and damp wiped on a regular basis.

9. Required Information

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

- a. All employee background checks
- b. Material Safety Data Sheets for chemicals being used
- c. Sample employee identification badge
- d. Names and phone numbers of on-site personnel and company representatives
- 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.

10. Contract Monitoring Information – Cleaning Checklists

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

- a. Attachment “A”: Janitorial Detail Cleaning Task Checklist

This form details the cleaning tasks that are to be performed on a periodic basis under this bid. The checklist is designed such that the vendor may use it to insure that each cleaning task is done in each facility. The vendor will designate that a particular task has been completed, by checking it off on the day it was completed.

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

b. Attachment “B”: Sample Quality Assurance Form

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

c. Cleaning Personnel Sign-in Sheet

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

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

\$1,000,000 per accident
 \$1,000,000 disease limit
 \$1,000,000 disease limit per employee

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

\$1,000,000 bodily injury per person (BI)
 \$3,000,000 bodily injury per occurrence (BI)
 \$100,000 property damage (PD) or
 \$3,000,000 combined single limit (CSL) of BI and PD

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

\$1,000,000 bodily injury per person (BI)
\$3,000,000 bodily injury per occurrence (BI)
\$1,000,000 property damage (PD) or
\$3,000,000 combined single limit (CSL) of BI and PD

- d. Employee Dishonesty/Fidelity:

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

****The required limit of liability shown in Major Contracts: 1.a; 1.b; 1.c; may be provided in the form of "Excess" or "Commercial Umbrella Insurance 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.**

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.

ATTACHMENT A JANITORIAL DETAIL CLEANING TASK

FACILITY – VARIOUS DOWNTOWN FACILITIES		DATE _____, 20____						
	DAILY TASKS	M	Tu	W	Th	F	Sa	Su
1.	Empty and put new liners in wastebaskets. Damp wipe, if necessary.							
2.	Empty desk recycling totes into large recycling bin.							
3.	Spot clean walls, light switches and doors.							
4.	Damp mop floors, including stairs and landings, remove any gum, tar or other foreign matter.							
5.	Clean and/or polish conference room furniture and meeting room furniture.							
6.	Vacuum carpet (Office areas vacuumed 2 times per week, common area everyday). Spot clean carpets as needed using extraction or bonnet cleaning method. Includes courtrooms and adjacent rooms.							
7.	Dust all horizontal ledges, furniture, desks and equipment. (Office areas dusted 2 times per week.) Includes courtroom judge bench/clerk & witness areas.							
8.	Brush all fabric upholstery, as needed.							
9.	Clean and sanitize drinking fountains.							
10.	Dust all unobstructed work areas.							
11.	Do other general and emergency cleaning as required.							
12.	Report any maintenance defects to the County Representative.							
13.	Keep custodial closet clean and orderly.							
14.	Wash all door glass and adjacent panels (interior & exterior).							
15.	Vacuum floor mats and wash as necessary.							
16.	Clean and polish interior and exterior of elevators.							
17.	Sweep and mop elevator floors. Vacuum elevator door tracks.							
18.	Damp mop floor, clean tables in break rooms.							
19.	Damp wipe all vending machines associated with break rooms.							
20.	Dust mop marble floors/wall in Justice Center Annex.							
21.	Sweep stairwells no less than 3 times per week.							
22.	Wipe down, sweep and mop elevators in the Employee Garage							
23.	Clean guard office the Judges Garage. Sweep and clean up debris in garage as necessary.							

ATTACHMENT A JANITORIAL DETAIL CLEANING TASK

FACILITY – VARIOUS DOWNTOWN FACILITIES		DATE _____, 20____						
	DAILY SERVICE – KITCHEN AREA (If Applicable)	M	Tu	W	Th	F	Sa	Su
1.	Clean sinks with detergent / disinfectant.							
2.	Clean counters with detergent / disinfectant.							
3.	Re-supply paper towels and soap dispenser. Wipe down dispensers.							
4.	Damp wipe walls, as necessary.							
5.	Empty and reline trash cans.							
6.	Damp mop floors with cleaner/disinfectant.							
	DAILY SERVICE – RESTROOMS	M	Tu	W	Th	F	Sa	Su
1.	Clean basins with detergent / disinfectant. Clean and shine bright work.							
2.	Clean toilets and urinals using detergent / disinfectant.							
3.	Damp wipe all ledges.							
4.	Clean mirrors, soap dispensers, wash basins, paper towel dispensers, and all plumbing fixtures.							
5.	Clean under basins, around toilets and urinals.							
6.	Damp wipe walls, light switches and doors.							
7.	Re-supply soap, toilet tissue, paper towels, personal seat covers, sanitary napkins liners, sanitary napkins, etc. (USE ONLY ANTI-BACTERIAL OR ANTI MICROBIAL SOAP .)							
8.	Wet mop floors using detergent / disinfectant.							
	DAILY SERVICE – OUTSIDE	M	Tu	W	Th	F	Sa	Su
1.	Sweep and pick up trash around buildings and doorways within a radius of twenty feet.							
2.	Empty and put in new liner bag in trash cans under any covered area around buildings.							
3.	Empty and reline all trash cans that are under cover at parking garages							
4.	Wash down steps and walks, as required; keeping them free of gum, tar and other foreign matter. (May have to be pressure cleaned.)							
5.	Sweep cobwebs and dust from walls around entrance and windows.							
6.	Shake and sweep down exterior floor mats.							
7.	Empty and clean all smoking urns. Refill sand, if applicable.							
8.	Canvas and pick up trash and debris from the parking lot throughout the day.							
9.	Sweep berries from around banyan tree at the Old Courthouse especially during “shedding” times.							
10.	Pick up trash within a 5 foot radius around parking garages.							
	WEEKLY TASKS	M	Tu	W	Th	F	Sa	Su
1.	High dust all office areas.							
2.	Dust vertical and horizontal surfaces.							
3.	Dust Venetian blinds.							
4.	Brush and vacuum all upholstered furniture and modular panels, as needed.							
5.	Scrub all non-skid tile floor areas, if applicable.							
	WEEKLY MASTER RECYCLING BIN SERVICE	M	Tu	W	Th	F	Sa	Su
1,	Take bin(s) to designated location for servicing and return once they are emptied.							

ATTACHMENT A -JANITORIAL DETAIL CLEANING TASK

FACILITY – VARIOUS DOWNTOWN FACILITIES							DATE							, 20__	
	MONTHLY SERVICE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
1.	Vacuum all air conditioning grills and returns. Damp wipe with all purpose cleaner, if necessary. Do not remove grills.														
2.	Clean first floor light covers (external only).														
3.	Dust fans, if applicable.														
4.	Pressure wash steps and walks as needed.														
5.	Wash all first floor exterior window glass.														
6.	Scrub ceramic tile and grout in tile areas.														
7.	Spray buff or burnish all vinyl surfaced areas and Justice Center Marble floor.														
8.	Clean light covers in elevators as needed.														
	QUARTERLY SERVICE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
1.	Strip and re-wax all hard floors.														
2.	Clean interior window glass.														
3.	Clean carpet by extraction method. Spills and heavily soiled areas are to be spot cleaned in between regularly scheduled carpet cleanings.														
	SEMIANNUAL SERVICE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
1.	Damp wipe Venetian blinds (use all purpose cleaner or detergent). Do not remove blinds from window.														
2.	Clean light fixtures and covers (interior).														
3.	Wash exterior windows of building in April & October and any interior high glass, if applicable.														
4.	Clean canvas awnings if applicable.														
5.	Clean ceramic tile grout.														
	ANNUAL SERVICE	Jan	Fe	Mar	Apr	Ma	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
1.	Pressure wash exterior of building in October.														
2.	Pressure wash interior and exterior of garages in October.														

ATTACHMENT B

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

INSPECTOR'S COMMENTS:

PLEASE RESPOND IN SPACE BELOW AND RETURN TO OUR OFFICE, BY FAX, 485-8653.

VENDOR'S COMMENTS:

Letter of Credit

NOTE: TO BE PRINTED ON ISSUING BANK'S STATIONERY

PURPOSE: Performance Guaranty-Janitorial Services for Lee County

**CLEAN IRREVOCABLE (as to Beneficiary) STANDBY
LETTER OF CREDIT**

Lee County Bid #
Project Name:
Letter of Credit #

Date:

FUNDS \$ U.S.

Beneficiary: Lee County, a political subdivision of the State of Florida, hereinafter "County."

1. We open in your favor, at the request and for the account of [Contractor's Name], this Irrevocable Standby Letter of Credit (Letter) in an aggregate amount not to exceed \$[], in United States Dollars.

This Letter of Credit is issued according to Lee County Contract No. _____ between and Lee County, Florida, dated _____, 20____ (the "Service Provider Agreement") however, this Letter of Credit is independent of that Agreement and reference herein is for information only.

This amount represents one hundred percent (100%) of the Project Bid Amount to provide the services listed in the Bid and _____, and will be available for payment of your drafts drawn at sight on us when accompanied by the:

- a. The original letter of credit and any amendment approved by Lee County.
- b. A document containing the following statement signed by an authorized representative of the Board of County Commissioners of the Lee County, Florida:

Letter of Credit # []

“This draw, to be paid to the Board of County Commissioners of Lee County, Florida is due to a default in the [**Contractor’s Name**] performance relating to those services required under Lee County Contract _____, the (date) Service Provider Agreement between _____, Contractor and Lee County, Florida.

2. All sight drafts drawn under this Letter must bear upon their face the words “DRAWN UNDER [**NAME OF ISSUING BANK - SEE ABOVE**] IRREVOCABLE STANDBY LETTER OF CREDIT # [**SEE ABOVE**] ISSUED TO LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, DATED [**SEE ABOVE**].” Any partial amounts drawn under this Letter will be endorsed on its reverse side by negotiating, issuing, confirming or honoring bank.

3. Action, whether payment or dishonor, in response to Lee County’s request for a sight draft must be completed within three (3) business days after the Letter is presented at the location identified below. It is a condition of this Letter that the reasons for dishonor will be clearly and immediately explained to the County in writing as soon as the reasons for dishonor have been determined by the dishonoring party. It is further understood that time is of the essence when complying with this condition.

4. This Letter will expire on [**MM DD YY**], which is at least thirty (30) days after the Expiration Date of the Service Provider Agreement described above, unless extended as provided herein.

5. The term of this Letter will be automatically extended without amendment for successive one (1) year periods renewal unless, not less than sixty (60) days prior to the then-relevant expiration date, we notify you by Registered Mail at the address and in the manner set forth below, that we elect not to extend this Letter for any additional period:

Lee County
C/o Director, Procurement Management Division
Post Office Box 398
Fort Myers, Florida 33902-0398
NOTICE: EXPIRATION OF LETTER OF CREDIT

6. Partial releases of the aggregate face value of this Letter will only be permitted when accompanied by written approval from the Procurement Director verifying a reduction in the services required by the Service Provider Agreement. The effect of partial releases will be to reduce the face value of this Letter. No other terms will be affected or altered.

7. We further agree to honor each draft drawn under and in compliance with the terms of this Letter if duly presented at our offices located at [ADDRESS OF LOCAL FLORIDA OFFICE], on or before the close of business on the then current expiration date.

8. This Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce Publication No. 500 (1993 revision), and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, then Florida law will prevail. If a conflict between the law of another state or country and Florida law should arise, then Florida law will prevail.

9. Florida law will control any action taken under this Letter of Credit and the venue for any action is Lee County, Florida.

10. This Letter sets forth in full the terms of our undertaking, and such undertaking may not be modified.

Name of Corporation

ATTEST: _____
Corporate Secretary

BY: _____
[Authorized Signature & Title]

[Affix Bank Seal Here]

[Type or Print Name]
[Bank Name & Mailing Address]

OR* [see below]

Name of Corporation

Witness Signature

BY: _____
[Authorized Signature & Title]

[Type of Print Name]

[Type or Print Name]
[Bank Name & Mailing Address]

Witness Signature

[Type of Print Name]

[*ISSUING BANKS - PLEASE NOTE THE FOLLOWING ITEMS]:

1. Signatures on Letters of Credit: Unless the Letter of Credit is signed by the Bank President **and** attested to by an appropriate official **and** the bank seal affixed - a letter of authorization is required as an attachment to the Letter. An acceptable letter of authority is an original notarized affidavit indicating the signing party has the appropriate authority to execute the Letter on behalf of the bank. The County Attorney will accept a facsimile affidavit if the necessary proof was omitted from the original submittal. The facsimile will be replaced with original upon receipt.

2. Issuing Bank Corporate Seal: The original Letter of Credit must affix the bank seal prior to approval by the County Attorney.

IRREVOCABLE BANK LETTER OF CREDIT
EVIDENCE OF AUTHORITY

DATED:

This document is to certify that _____
(Officer or Agent signing Letter of Credit)

_____, has the necessary authority to execute the
(Title of Officer of Agent)

\$_____ Irrevocable Bank Letter of Credit Number _____,
(Numerical Amount)

issued _____ on behalf of Lee County, State of Florida, and for the
(Date of Preparation)

account of _____
(Customer's Name)

for _____.
(Name of Bank Executing Letter of Credit)

BANK

BY

TITLE

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
_____, 20__, by _____, _____, on
(Title)

behalf of _____ [name of bank]. He/She is personally known
to me or has produced _____ as identification.

Notary Public

AFFIX
NOTARY PUBLIC
STAMP OR SEAL
HERE

BOND NO.: _____

PERFORMANCE BOND

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

(Business Address)

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

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

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

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

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

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

PRINCIPAL: _____

BY: _____
Authorized Signature (Principal)

Printed Name

Title of Person Signing Above

STATE OF _____
COUNTY OF _____

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

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

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

BY: _____
As Attorney in Fact (Attach Power)

Printed Name

Agency Name

Agency Mailing Address

Agency Telephone Number

STATE OF _____
COUNTY OF _____

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

(Print or Type Name)

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

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

EXHIBIT A
LOCAL VENDOR PREFERENCE QUESTIONNAIRE
(LEE COUNTY ORDINANCE NO. 08-26)

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/COLLIER COUNTY (Only complete Part A if your principal place of business is located within the boundaries of Lee/Collier County)

1. What is the physical location of your principal place of business that is located within the boundaries of Lee/Collier 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/COLLIER COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN LEE/COLLIER COUNTY (Please complete this section.)

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

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

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

3. Describe the types, amount and location 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 three years?

Yes _____ No _____

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



SOUTHWEST FLORIDA

Lee County Ordinance No. 08-26

Local Bidder's Preference

AFFIDAVIT
PRINCIPAL PLACE OF BUSINESS



Principal place of business is located within the boundaries of Lee County.

Company Name: _____

Signature

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.**

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
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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 guarantee, 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.**

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

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

- _____ 1. The Solicitation has been signed and with corporate seal (if applicable).
- _____ 2. The Solicitation prices offered have been reviewed (if applicable).
- _____ 3. The price extensions and totals have been checked (if applicable).
- _____ 4. Substantial and final completion days inserted (if applicable).
- _____ 5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
- _____ 6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- _____ 7. All modifications have been acknowledged in the space provided.
- _____ 8. All addendums issued, if any, have been acknowledged in the space provided.
- _____ 9. Licenses (if applicable) have been inserted.
- _____ 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
- _____ 11. Contractor's Qualification Questionnaire and Lee County Contractor History (if applicable).
- _____ 12. DBE Participation form completed and/or signed or good faith documentation.
- _____ 13. Bid Bond and/or certified Check, (if required) have been submitted with the Solicitation in amounts indicated.
- _____ 14. Any Delivery information required is included.
- _____ 15. Affidavit Certification Immigration Signed and Notarized
- _____ 16. Local Bidder Preference Affidavit (if applicable)
- _____ 17. The mailing envelope has been addressed to:

Lee County Procurement Mgmt.
 1825 Hendry St 3rd Floor
 Ft. Myers, FL 33901
- _____ 18. The mailing envelope **MUST** be sealed and marked with:

Solicitation Number
 Opening Date and/or Receiving Date
- _____ 19. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)

****This form is not required to be returned with your solicitation, but used as a tool when responding to the solicitation.**