

Agenda Item Summary

1. ACTION REQUESTED/PURPOSE: Approve award of Formal Quotation No. Q-060701 Temporary Personnel Services County-Wide to the low quoter meeting specifications, Remedy Staffing, at the prices listed on the attached Lee County Tabulation Sheet. Also, approve award of Option A per attached specification. In the event that the low quoter is unable to establish the effectiveness of their product/service, request the Purchasing Director be given authority to act on behalf of the Board in the event of vendor non-compliance so that the Purchasing Director can proceed to the next low quoter. The initial term of this quote is one year; also request authority to renew this quote for four additional one-year periods, at the same terms and conditions, if in the best interest of Lee County. Funding will come from the individual department or division's budget whom will be responsible for monitoring their individual expenditures. County-Wide estimated expenditures; approximately \$350,000 annually for Temporary Personnel Services.

2. WHAT ACTION ACCOMPLISHES: Allows County Departments/Divisions to obtain temporary personnel services on an as-needed basis.

3. MANAGEMENT RECOMMENDATION: Approve as stated.

4. Departmental Category: <u>6</u> C6C		5. Meeting Date: <u>DEC 05 2006</u>
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	Statute _____	
	Ordinance _____	
	<input checked="" type="checkbox"/> Admin. Code <u>AC-4-1</u>	
	Other _____	
8. Request Initiated:		
Commissioner _____		
Department _____		
Division <u>Purchasing</u>		
By: <u>Janet Sheehan</u> <i>JSS</i>		

9. Background: On September 26, 2006, the Division of Purchasing received sealed quotations in a two-step process for the annual purchase of Temporary Personnel Services County-Wide. On that date, four responses were received one of which was a "No Bid". In the Step-One process (Qualifications) two of the three vendors submitting information were found to be fully qualified to have their pricing opened in Step-Two. On November 7, 2006 Step-Two (Pricing) information were opened and after a thorough review a recommendation is being made to award to Remedy Staffing as the low quoter meeting all specification requirements.

Please See Attachments:

- (1) Tabulation Sheets
- (2) Specification Step One
- (2A) Specification Step Two
- (3) Remedy Staffing's Quotation

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>Janet Sheehan</i> 11.15.06	<i>Jeff</i> 11-15-06			<i>Andrea</i> <i>for scheduling</i>	Analyst <i>OP</i> 11/17/06	Risk <i>JP</i> 11/17/06	Grants <i>MS</i> 11/17/06	Mgr. <i>MS</i> 11/20/06	<i>HS</i> 11/20/06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:
<u>11-16-06</u>
<u>4:30 mp.</u>
COUNTY ADMIN FORWARDED TO:

Rec. by CoAtty
Date: <u>11/16/06</u>
Time: <u>3:30 pm</u>
Forwarded To:
<u>Admin/11/16/06</u>

FORMAL QUOTATION #Q-060701
 OPENING DATE: September 26, 2006
 BUYER: Chris Jeffcoat

LEE COUNTY, FLORIDA TABULATION SHEET

FOR

TEMPORARY PERSONNEL SERVICES COUNTY WIDE (TWO STEP PROCESS)

VENDORS	REMEDY STAFFING	ADECCO EMPLOYMENT SERVICES	PERSONNEL SERVICES OF FT. MYERS, INC.			
STEP ONE AND STEP TWO PROVIDED	YES	YES	YES			
STEP ONE COPIES PROVIDED	YES	YES	YES			
SUBMITTALS UNDER SEPARATE COVER	YES	YES	YES			
Occupational License Number	9702705	9701771	760740			
NO BIDS						
Randstad USA						
POSTING TIME/DATE						
FROM: _____ / _____						
UNTIL: _____ / _____						
BY: _____						

ATTACHMENT 1

FORMAL QUOTATION #Q-060701		LEE COUNTY, FLORIDA TABULATION SHEET				
OPENING DATE: November 7, 2006		FOR				
BUYER: CHRIS JEFFCOAT		STEP-TWO TEMPORARY PERSONNEL SERVICES				
		PERSONNEL	REMEDY			
		SERVICES	STAFFING			
VENDORS		OF FT. MYERS				
Account Clerk/Bookkeeper - Hourly Rate	\$17.50	\$16.68				
X 1 hour = Total Expenditure	\$17.50	\$16.68				
Admin. Asst. - Hourly Rate	\$17.50	\$13.80				
X 7,096 hours = Total Expenditure	\$124,180.00	\$97,924.80				
Carpenter - Hourly Rate	\$15.50	\$20.16				
X 1 hour = Total Expenditure	\$15.50	\$20.16				
Caseworker - Hourly Rate	\$21.00	\$16.56				
X 32 hours = Total Expenditure	\$672.00	\$529.92				
Draftsman I - Hourly Rate	\$14.50	\$15.29				
X 1 hour = Total Expenditure	\$14.50	\$15.29				
Draftsman II - Hourly Rate	\$14.50	\$16.68				
X 8 hours = Total Expenditure	\$14.50	\$16.68				
Executive Assistant - Hourly Rate	\$21.00	\$15.18				
X 789 hours = Total Expenditure	\$16,569.00	\$11,977.02				
Inventory Control Recorder - Hourly Rate	\$14.50	\$13.90				
X 1 hour = Total Expenditure	\$14.50	\$13.90				
Library Assistant	\$14.50	\$11.04				
X 4,047 hours = Total Expenditure	\$58,681.50	\$44,678.88				
Libray Technician - Hourly Rate	\$14.50	\$12.51				
X 1 hour = Total Expenditure	\$14.50	\$12.51				
Light Industrial Worker - Hourly Rate	\$13.95	\$16.80				
X 1 hour = Total Expenditure	\$13.95	\$16.80				

Office Support Basic - Hourly Rate	\$14.50	\$11.04				
X 1,092 hours = Total Expenditure	\$15,834.00	\$12,055.68				
Office Support Mid-Level-Hourly Rate	\$17.50	\$12.16				
X 1 hour = Total Expenditure	\$17.50	\$12.16				
Office Support High Level-Hourly Rate	\$21.00	\$12.42				
X 5,571 hours = Total Expenditure	\$116,991.00	\$69,191.82				
Tradesworker/Facilities Maintenance - Hourly Rate	\$13.95	\$16.80				
X 1 hour = Total Expenditure	\$13.95	\$16.80				
Tradesworker/Landscape Maintenance - Hourly Rate	\$13.95	\$16.80				
X1 hour = Total Expenditure	\$13.95	\$16.80				
GRAND TOTAL	\$333,077.85	\$236,515.90				
OPTION A - PROVIDE INFORMATION AS REQUESTED BELOW						
PERCENT OF MARK-UP OVER NEGOTIATED RATE						
CATEGORY						
ENVIRONMENTAL LABORATORY TECHNICIAN	50%	1.499%				
ENGINEERING TECHNICIAN	50%	1.499%				
HURRICANE SHELTER/REFUGE MANAGER	50%	1.499%				
PROFESSIONAL	50%	1.499%				
TOLL COLLECTOR	50%	1.499%				
T						



LEE COUNTY
SOUTHWEST FLORIDA

PROJECT NO.: Q-060701

OPEN DATE: SEPTEMBER 26, 2006

AND TIME: 2:30 P.M.

PRE-BID DATE: SEPTEMBER 13, 2006

AND TIME: 11:00 A.M.

LOCATION: LEE COUNTY DIVISION OF PURCHASING
1825 HENDRY ST., 3RD FLOOR
FT. MYERS, FL. 33901

REQUEST FOR QUOTATIONS

(STEP-ONE QUALIFICATIONS)

TITLE:
TEMPORARY PERSONNEL SERVICES
COUNTY WIDE

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING

MAILING ADDRESS

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

PHYSICAL ADDRESS

1825 Hendry St 3rd Floor
FORT MYERS, FL 33901

BUYER: CHRIS JEFFCOAT
PURCHASING AGENT
PHONE NO.: (239) 344-5458

INTRODUCTION

OVERVIEW

The Lee County Board of County Commissioners is accepting qualifications from companies interested in providing Temporary Personnel Services on an annual basis to Lee County.

TWO-STEP QUOTATION PROCESS

NOTE:

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

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

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

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

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

STEP ONE – REQUEST FOR QUOTATIONS - QUALIFICATIONS

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

All of the qualifications received will then be reviewed and evaluated by County staff, and a decision made as to which companies are qualified and which are not. Each company submitting qualifications will receive a letter stating whether they are qualified or not. Only those companies found to be qualified will be allowed to proceed to Step Two.

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

STEP TWO – REQUEST FOR QUOTATIONS – PRICES

Firms found to be qualified in Step One will be eligible to have their pricing opened and considered. This information must be completed and returned to Lee County Purchasing, 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.

GENERAL CONDITIONS

Sealed Quotations will be received by the DIVISION OF PURCHASING, until 2:30pm on the date specified on the cover sheet of this "Request for Quotations", and opened immediately thereafter by the Purchasing Director or designee.

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (239) 344-5450.

1. **SUBMISSION OF QUOTE:**

a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:

1. Marked with the words "Sealed Quote"
2. Name of the firm submitting the quotation
3. Title of the quotation
4. Quotation number

b. The Quotation shall be submitted in triplicate as follows:

1. The original consisting of the Lee County quotes forms completed and signed.
2. A copy of the original quote forms for the Purchasing Director.
3. A second copy of the original quote forms for use by the requesting department.

c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.

1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
2. Warranties and guarantees against defective materials and workmanship.

d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second or alternate quote should be marked as "Alternate".

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

2. **ACCEPTANCE**

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

3. **SUBSTITUTIONS**

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

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

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

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

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

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

6. **PRE-BID CONFERENCE**

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

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

7. **BIDDERS LIST MAINTENANCE**

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

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

8. **LEE COUNTY PAYMENT PROCEDURES**

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

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

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

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

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

9. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/quote/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/quote/proposal, shall file with the County's Purchasing Director or Public Works Director a written "Notice of Intent to File a Protest" not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of a "Notice of Intended Decision" from the County with respect to the proposed award of the formal bid/quote/proposal.

The "Notice of Intent to File a Protest" is one of two documents necessary to perfect Protest. The second document is the "Formal Written Protest", both documents are described below.

The "Notice of Intent to File a Protest" document shall state all grounds claimed for the Protest, and clearly indicate it as the "Notice of Intent to File a Protest". Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

The "Notice of Intent to File a Protest" shall be received ("stamped in") by the Purchasing Director or Public Works Director not later than Four o'clock (4:00) PM on the third working day following the day of receipt of the County's Notice of Intended Decision.

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

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

Any contractor/vendor/firm submitting the County's standard bond form (CSD: 514), along with the bid/quote/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

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

- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

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

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

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

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

If the Board's decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs,

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

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

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

10. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

12. **MATERIAL SAFETY DATA SHEETS**

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

13. **MISCELLANEOUS**

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

14. **WAIVER OF CLAIMS**

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

15. **AUTHORITY TO PIGGYBACK**

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

16. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

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

c) **Disadvantaged Business Enterprises**

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

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

d) **Anti-Discrimination**

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

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

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

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

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

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

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

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

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

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

17. **AUDITABLE RECORDS**

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

18. **DRUG FREE WORKPLACE**

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

19. **REQUIRED SUBMITTALS**

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

20. **TERMINATION**

Any agreement as a result of this quote may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such

termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

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

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

21. **CONFIDENTIALITY**

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

22. **ANTI-LOBBYING CLAUSE**

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

23. **INSURANCE (AS APPLICABLE)**

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

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR
TEMPORARY PERSONNEL SERVICES
(STEP-ONE QUALIFICATIONS)

DATE SUBMITTED: _____

VENDOR NAME: _____

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges
receipt of Addenda numbers:

**IN ORDER FOR YOUR QUOTATION TO BE CONSIDERED, VENDORS
SHOULD COMPLETE AND RETURN PAGES 14, 15 and 24 THROUGH 28.**

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME

BY (Printed):

BY (Signature):

TITLE:

FEDERAL ID # OR S.S.

ADDRESS:

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: _____

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR TEMPORARY PERSONNEL SERVICES
STEP ONE-QUALIFICATIONS**

SCOPE

The purpose of this quote is to establish an annual contract for temporary personnel service. Temporary personnel may be required at various locations throughout Lee County, including but not limited to Fort Myers, North Fort Myers, Captiva, Bonita Springs and Lehigh.

TWO-STEP QUOTATION PROCESS

Lee County will be utilizing a two-step process to evaluate the qualifications of quoters and allow only qualified companies to have their pricing opened and considered under Step Two. Please see "Introduction" on page two of this specification package for a detailed explanation of this process.

- Step One will require interested vendors to submit the qualifications of their company; this process involves the completion and return of pages
- In Step Two only those firms determined to be qualified in Step One will be eligible to have their pricing opened and considered.

STEP ONE - REQUEST FOR QUOTATIONS-QUALIFICATIONS

All of the qualifications received under Step One will be reviewed and evaluated by County staff, and a decision will be made as to which firms are deemed to be qualified. Each firm submitting qualifications will receive a letter stating whether or not they are determined to be qualified. Only those companies found to be qualified will be allowed to proceed to Step Two.

STEP TWO - REQUEST FOR QUOTATIONS-PRICES

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

The quotation will then be awarded to the firm offering the lowest grand total meeting all specification requirements. The grand total will be derived based on the hourly rate for each job category, multiplied by the approximate number of hours each category was utilized during a one-year period ending March 31, 2006.

TERM OF QUOTATION

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

ESTIMATED USAGE

During a one-year period ending approximately March 31,2006 the current vendor provided the Lee County Board of County Commissioners with approximately 24,433 hours of temporary personnel service as itemized below. This number is provided for information only, and no specific number of hours is implied or guaranteed under this quotation.

WORK HOURS

Lee County offices work varied hours. Generally temporary personnel would be required to work weekdays, approximately 8 hours per day, between the hours of 7 a.m. and 5 p.m., depending on the location. A small percentage of Lee County's temporary personnel needs are required on evenings and weekends. Lee County requires that temporary employees working these hours do so at the same hourly fees as weekday employees. No overtime will be paid unless Lee County specifically authorizes it.

TOLLS/PARKING

Lee County will not pay for or reimburse temporary personnel for any bridge tolls. In addition Lee County will not provide parking spaces for temporary personnel in downtown Fort Myers.

INVOICING

The awarded vendor is required to prepare invoices for each department/division separately. Each invoice must show the work location, the purchase order number, the name of employee and the job classification.

HIRING OF TEMPORARY PERSONNEL

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

PROVISION OF TEMPORARY PERSONNEL

- 1) Any temporary employee furnished, that is not satisfactory, will be replaced at Lee County's discretion. Lee County shall not be charged if, within four hours of work start-up, the temporary employee is requested to be replaced.

- 2) If temporary personnel are requested prior to 10 a.m. for the next workday, and the vendor cannot supply anyone, Lee County must be advised no later than 3 p.m. of the same day. In the event of this occurrence, Lee County reserves the right to employ other temporary service vendors to fill the position.
- 3) At the Purchasing Director's discretion, Lee County reserves the right to hire a particular temporary person for a position with high visibility or requiring superior skills. This person may be hired at a rate higher than the awarded vendor's quoted hourly rate for the particular job category.
- 4) Existing positions, where a temporary worker is currently employed, an ongoing arrangement exists, and a worker has been specifically trained for technical work, or where Lee County can draw on its own temporary help personnel pool, will be exempt from this agreement, at the discretion of the Purchasing Director.
- 5) Persons employed by the awarded vendor in the performance of services pursuant to this quotation shall not be considered employees of the County, shall be independent thereof and shall have no claim against the County as to pension, worker's compensation, unemployment compensation, insurance, salary, wages or other employee rights or privileges granted by operation of law or by the County to its officers and employees.
- 6) The awarded vendor agrees to reimburse the County for any improper charges which can be documented as a result of the vendor's employee making unauthorized long distance telephone calls while working at the County.
- 7) The minimum number of hours a temporary employee will be required is four hours.
- 8) Persons employed by the awarded vendor in the performance of services pursuant to this quotation ARE NOT ALLOWED TO DRIVE COUNTY VEHICLES UNDER ANY CIRCUMSTANCES.

CONTACT PERSON

The awarded vendor shall be able to provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, to temporary personnel services, in the event of major breakdowns or natural disasters.

SUMMARY REPORTS

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

- 1) Categories per department/division in which personnel were utilized, by month,
- 2) Total hours worked, per category, per department/division, by month,
- 3) Cumulative monthly totals.

JOB CATEGORIES/HOURS UTILIZED

Lee County requires vendors be able to provide temporary personnel staff capable of fulfilling the following job categories. Listed below is the approximate number of hours each position was utilized during a one-year period ending March 31, 2006. In cases where only one hour is indicated, it is either a new position, or that position was not utilized during that one-year period.

Due to changes in the County's job classifications, some previously quoted job categories have been incorporated into new more all encompassing job categories. For example, the new category Office Support - Basic incorporates the jobs requirements from the previously quoted job categories of File Clerk, Receptionist, Receptionist/Typist, Senior Clerk, and Switchboard Operator. The number of hours indicated for Office Support - Basic is an accumulated total of the hours those positions were utilized during the specified time period.

+All office-type job categories may be required to perform various general clerical functions, such as providing customer service, answering phones, taking messages, light typing, filing, copying, etc., which are normal extensions of general office work. The following are minimum requirements.

Account Clerk/Bookkeeper - Ability to do routine bookkeeping and accounting in support of fiscal activities of a department, division or fiscal pool under varying degrees of supervision. Duties include researching assigned projects and providing technical reports, monitoring and transferring funds as necessary, coordinating the purchasing process, maintaining accounts receivable/payable records, issuing bills and maintaining files for contracts and agreements; approximate usage of this category - 1 hour.

Administrative Assistant - Ability to handle advanced administrative work assisting the head of a major operating unit. Duties include ability to assist with preparation and daily operation of a budget, ability to perform special projects and compile reports, ability to supervise staff of one or more clerical employees, ability to type minimum of 40 cwpm on a word processor, ability to do bookkeeping; approximate usage of this category – 7,096 hours.

Carpenter - Ability to provide helper-level carpentry duties, under the general direction of a supervisor. Duties could include assisting a journeyman carpenter in renovating buildings, building and repairing cabinets and furniture, and building walls and partitions. Temporary employee MUST PROVIDE OWN TOOLS; approximate usage of this category - 1 hour.

Caseworker - Experienced in the principles and practices of social service work and recognized methods, knowledge of applicable laws and regulations, requires graduation from an accredited 4 year college with a degree in Sociology, or related field; approximate usage of this category - 32 hours.

Draftsman I - Ability to do skilled technical work in drafting and design activities and prepare plans for structures, etc., as designed by a Professional Engineer; approximate usage of this category - 1 hour.

Draftsman II - Ability to do skilled technical work in drafting and design activities and prepare plans for structures, etc., as designed by a Professional Engineer, skilled in Autocad; approximate usage of this category - 8 hours.

Executive Assistant - Ability to handle highly responsible independent work coordinating the schedule of a County Commissioner. Duties include acting as a liaison with government

officials and the public, composing memos and letters in response to written and verbal complaints and information requests, maintaining records of laws, ordinances, etc., researching assigned special projects and preparing reports and analyses, and providing routine receptionist and clerical duties, as required; approximate usage of this category - 789 hours.

Inventory Control Recorder - Ability to assist various departments in updating records regarding inventory of items, such as radios, traffic signals, etc.; approximate usage of this category - 1 hour.

Library Assistant - Ability to assist librarian in cataloging, reference activities, circulation department, and working with patrons; approximate usage of this category – 4,047 hours.

Library Technician - Ability to help patrons find materials, such as books and periodicals for reading or reference, checking books in and out, shelving books; approximate usage of this category – 1 hour.

Light Industrial Worker - Ability to do light lifting, unpacking boxes, checking in shipments; approximate usage of this category - 1 hour.

Office Support - Basic - Ability to do routine clerical support work including filing, copying, light typing, routing mail, providing customer service for non-technical issues, serving as a receptionist, receiving and screening incoming phone calls and taking messages; approximate usage of this category – 1,092 hours.

Office Support - Mid-Level - Ability to type minimum of 55 cwpm, ability to operate in a Windows 95 environment is desirable, including knowledge of Office Professional 97, i.e., MS Word, Excel, Access, and Powerpoint, as applicable to the job requirements, must have knowledge of correct grammar and punctuation; approximate usage of this category - 1hour.

Office Support - High Level - Advanced office and technical capabilities are required, including ability to type contracts, dictation, and government forms, etc. Requires a minimum 80 cwpm, ability to operate in a Windows 95 environment is desirable, including knowledge of Office Professional 97, i.e., MS Word, Excel, Access, and Powerpoint, as applicable to the job requirements; approximate usage of this category – 5,571 hours.

Trades worker-Facilities Management - Ability to paint rooms, walls and other surfaces, perform light carpentry, perform routine custodial or building maintenance duties including cleaning floors with floor machines, must be physically able to perform bending, stooping, and lifting of 40 pounds, must be capable of working with little supervision; approximate usage of this category- 1 hour. (Any one position may not include all of the duties listed.)

Trades worker/Landscape Maintenance - Ability to perform landscape maintenance duties, including mowing and trimming, must be physically able to perform bending, stooping, and lifting of 40 pounds, must be capable of working with little supervision; approximate usage of this category – 1 hour. (Any one position may not include all of the duties listed)

METHOD OF PAYMENT

For all the job categories listed above, Lee County will make payments to the awarded vendor based on the hourly rate that will be quoted for each category in Step Two.

OPTION A

Due to the specialized nature of the following job categories, these positions have been separated from the more generic job categories listed above. The job categories listed in Option A will be awarded at Lee County's sole discretion. In addition, vendors should be aware that these categories will not be considered in the evaluation of low quote for award in Step Two of this quotation.

Environmental Laboratory Technician - Ability to perform routine laboratory and advanced field work and chemical and biological analyses which consist of the collection, preparation, testing and transporting of various sample tests to ensure water, soil and air samples are in compliance with established codes and regulations. Must have knowledge of proper US-EPA sample handling techniques, and pH, chlorine residual, dissolved oxygen and conductivity tests in the field using certified methods.

Engineering Technician - Ability to perform entry-level assistance to engineering positions in design, construction, traffic engineering, utility engineering and cartographic activities. Tasks are performed either in the field or in the office.

Hurricane Shelter/Refuge Manager - Ability to operate a hurricane shelter or refuge, should have shelter management training in mass care, training in shelter operations, First Aid/CPR training and shelter simulation training.

Professional - Ability to perform a variety of professional work activities as needed, including work on special projects, researching and analyzing information, preparing reports and correspondence, meeting with and responding to inquiries, recommending and making decisions concerning assigned projects. Work is performed under the general direction of an administrative supervisor or manager, who reviews work through conferences, reports and observation of results obtained. Some examples of positions that may be required under this professional category are Program Manager, Operations Analyst, Human Relations Analyst, and Engineer.

Toll Collector – Ability to stand for long periods, collect tolls and accurately make change, available nights and weekends.

METHOD OF PAYMENT - OPTION A

For the job categories listed in Option A above, Lee County will make payments to the awarded vendor based on the County's current hourly pay range for the same/similar job category, plus a percentage of mark-up. Vendors will quote the percentage mark-up for each of these job categories in Step Two of the quote. The County's current hourly pay range for the job categories in Option A will be provided to the awarded vendor by the County when those positions are required to be filled. At that time the County, working with the awarded vendor, will negotiate the hourly rate. The percentage of mark-up per job category as awarded in Step Two, will be then be added to the negotiated hourly rate.

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

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

1) EXPERIENCE REQUIREMENTS/COMPANY HISTORY

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

Does your company meet these minimum requirements? _____

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

2) INSURANCE REQUIREMENTS (MINIMUM)

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

INSURANCE REQUIREMENTS

NOTE: Your certificate of insurance must meet the following requirements:

Requirement #1:

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

Requirement #2:

Certificate holder shall be listed as follows:

Lee County Board of County Commissioners
C/O Lee County Purchasing
P.O. Box 398
Fort Myers, FL 33902-0398

Requirement #3:

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

1. Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendor's interest or liabilities, but is merely minimums.*

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

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

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

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

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

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

2. Verification of Coverage:

- a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

1. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials@ will be named as an "Additional Insured" on the General Liability policy.***
2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).
3. **Special Requirements:**
 - a. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

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

Can your company meet these minimum requirements? _____

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

3) LICENSING REQUIREMENTS

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

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

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

4) REFERENCES

Companies submitting their qualifications shall furnish as a minimum three (3) account references within the State of Florida to whom your firm has provided temporary personnel during the past year. These accounts must employ a minimum of 150 personnel. In addition to these references, if your company has provided temporary personnel to Lee County previously, provide details in this section.

Does your company meet these minimum requirements? _____

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

5) TEMPORARY PERSONNEL AVAILABLE

Companies submitting their qualifications shall have a minimum of 350 active clients currently available to service contracts in Lee County.

Does your company meet these minimum requirements? _____

REQUIRED SUBMITTAL: Provide information detailing the number of active clients **currently** available in Lee County.

6) TEMPORARY PERSONNEL WORKING

Companies submitting their qualifications shall have a minimum of 250 clients currently working in Lee County.

Does your company meet these minimum requirements? _____

REQUIRED SUBMITTAL: Provide information detailing the number of clients **currently** working in Lee County. Indicate the average number of clients your firm sends out to assignments on a daily basis.

7) OFFICE STAFF

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

Does your company meet these minimum requirements? _____

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

8) TEMPORARY PERSONNEL QUALIFICATIONS

Lee County considers the following items important in considering whether the temporary personnel provided meets the County's requirements: a) any combination of education or years of applicable experience in the requested job category, b) satisfactory past employer reference checks, and c) satisfactory attendance records. Companies submitting their qualifications shall have testing and qualification parameters set up to meet, as a minimum, these requirements. RESUMES, AS APPLICABLE, TEST SCORES AND/OR ASSESSMENTS FOR TEMPORARY PERSONNEL MUST BE ON FILE AND AVAILABLE FOR INSPECTION BY COUNTY PERSONNEL UPON REASONABLE NOTICE.

Does your company meet these minimum requirements? _____

REQUIRED SUBMITTAL: Provide information detailing your company's qualifying, testing and training procedures in narrative form consisting of no more than two 8-1/2" x 11" pages.

THE FOLLOWING PAGES ARE SAMPLES OF FORMS THAT WILL BE UTILIZED BY LEE COUNTY IN EVALUATION OF THIS QUOTATION. THEY ARE PROVIDED FOR VENDOR'S INFORMATION ONLY.

EVALUATION FOR QUALIFICATIONS
TEMPORARY PERSONNEL SERVICE FOR LEE COUNTY

Vendor Name: _____

Evaluation Date: _____

1) EXPERIENCE REQUIREMENTS/COMPANY HISTORY

Did this company furnish a minimum of five (5) years acceptable experience in Temporary Personnel Service, three (3) of which have been in the State of Florida.

_____ Pass _____ Fail

Was narrative describing experience/company history provided?

_____ Pass _____ Fail

2) INSURANCE REQUIREMENTS

Did this company furnish an acceptable current Certificate of Insurance or letter from their insurance company evidencing their ability to obtain the required insurance?

_____ Pass _____ Fail

3) LICENSING REQUIREMENTS

Does this company have all necessary permits and licenses applicable to providing Temporary Personnel Service?

_____ Pass _____ Fail

Was a copy of the Lee County Occupational license provided?

_____ Pass _____ Fail

4) REFERENCES

Did this company furnish at least three references within the State of Florida, with whom they have provided temporary personnel during the past year? These accounts must employ a minimum of 150 personnel. References must be provided with name of account, contact person, telephone number and address.

_____ Pass _____ Fail

Were reference checks acceptable?

_____ Pass _____ Fail

Did this company furnish names of any previous or current contracts with Lee County Government, if applicable?

_____ Pass _____ Fail

Were reference checks acceptable?

_____ Pass _____ Fail

5) TEMPORARY PERSONNEL AVAILABLE

Did this company submit documentation indicating they have a minimum of 350 active clients currently available to service contracts in Lee County?

_____ Pass _____ Fail

6) TEMPORARY PERSONNEL WORKING

Did this company submit documentation indicating they have a minimum of 250 clients currently working in Lee County?

_____ Pass _____ Fail

7) OFFICE STAFF

Did this company submit documentation indicating they have a minimum of 5 office staff, including name, position, years of experience and qualifications of staff?

_____ Pass _____ Fail

8) TEMPORARY PERSONNEL QUALIFICATIONS

Did this company submit documentation indicating their testing and employee qualification parameters? Does the documentation indicate how the vendor addresses education and/or years of applicable experience in the requested job category, past employer reference checks, and previous attendance records?

_____ Pass

_____ Fail

REFERENCE CHECK FOR TEMPORARY PERSONNEL SERVICES

NAME OF VENDOR _____

NAME OF FIRM CONTACTED _____

NAME/REFERENCE CALLED _____

1. Does this vendor provide temporary personnel services to your company?

Yes No

2. How long have they provided temporary personnel to your company?

3. How often does your company require the use of temporary personnel?

4. Does your company typically require office staff, laborers, or both?

5. How would you rate the vendor's response to your requests for temporary personnel (qualified, in timely manner, etc.)?

Excellent Satisfactory Poor

6. Do you find the vendor's staff helpful and professional?

Yes No

Explanation: _____

7. Do you find the vendor's staff helpful in resolution of problems that occur?

Yes No

Explanation: _____

8. Would you recommend contracting with this vendor?

Yes No

If no, explain _____

OTHER COMMENTS: _____

DATE/TIME: _____ VERIFIED

BY: _____

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

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

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

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

___ 11. The mailing envelope has been addressed to:

MAILING ADDRESS

Lee County Purchasing
P.O. Box 398 or
Ft. Myers, FL 33902-0398

PHYSICAL ADDRESS

Lee County Purchasing
1825 Hendry St 3rd Floor
Ft. Myers, FL 33901

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

___ 13. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)

___ 14. If submitting a "NO BID" please write quote number here _____ and check one of the following:

___ Do not offer this product ___ Insufficient time to respond.

___ Unable to meet specifications (why)

___ Unable to meet bond or insurance requirement.

Other: _____

Company Name and Address:



LEE COUNTY
SOUTHWEST FLORIDA

PROJECT NO.: Q-060701

OPEN DATE: SEPTEMBER 26, 2006

AND TIME: 2:30 P.M.

PRE-BID DATE: SEPTEMBER 13, 2006

AND TIME: 11:00 A.M.

LOCATION: LEE COUNTY DIVISION OF PURCHASING
1825 HENDRY ST., 3RD FLOOR
FT. MYERS, FL. 33901

REQUEST FOR QUOTATIONS

(STEP-TWO PRICES)

TITLE:
TEMPORARY PERSONNEL SERVICES
COUNTY WIDE

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING

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

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

BUYER: CHRIS JEFFCOAT
PURCHASING AGENT
PHONE NO.: (239) 344-5458

GENERAL CONDITIONS

Sealed Quotations will be received by the DIVISION OF PURCHASING, until 2:30pm on the date specified on the cover sheet of this "Request for Quotations", and opened immediately thereafter by the Purchasing Director or designee.

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (239) 344-5450.

1. **SUBMISSION OF QUOTE:**

a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:

1. Marked with the words "Sealed Quote"
2. Name of the firm submitting the quotation
3. Title of the quotation
4. Quotation number

b. The Quotation shall be submitted in triplicate as follows:

1. The original consisting of the Lee County quotes forms completed and signed.
2. A copy of the original quote forms for the Purchasing Director.
3. A second copy of the original quote forms for use by the requesting department.

c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.

1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
2. Warranties and guarantees against defective materials and workmanship.

d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".

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

2. **ACCEPTANCE**

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

3. **SUBSTITUTIONS**

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

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

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

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

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

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

6. **PRE-BID CONFERENCE**

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

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

7. **BIDDERS LIST MAINTENANCE**

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

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

8. **LEE COUNTY PAYMENT PROCEDURES**

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

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

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

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

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

9. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/quote/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/quote/proposal, shall file with the County's Purchasing Director or Public Works Director a written "Notice of Intent to File a Protest" not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of a "Notice of Intended Decision" from the County with respect to the proposed award of the formal bid/quote/proposal.

The "Notice of Intent to File a Protest" is one of two documents necessary to perfect Protest. The second document is the "Formal Written Protest", both documents are described below.

The "Notice of Intent to File a Protest" document shall state all grounds claimed for the Protest, and clearly indicate it as the "Notice of Intent to File a Protest". Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

The "Notice of Intent to File a Protest" shall be received ("stamped in") by the Purchasing Director or Public Works Director not later than Four o'clock (4:00) PM on the third working day following the day of receipt of the County's Notice of Intended Decision.

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

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

Any contractor/vendor/firm submitting the County's standard bond form (CSD: 514), along with the bid/quote/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

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

- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

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

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

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

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

If the Board's decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs,

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

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

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

10. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

12. **MATERIAL SAFETY DATA SHEETS**

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

13. **MISCELLANEOUS**

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

14. **WAIVER OF CLAIMS**

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

15. **AUTHORITY TO PIGGYBACK**

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

16. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

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

c) **Disadvantaged Business Enterprises**

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

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

d) **Anti-Discrimination**

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

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

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

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

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

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

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

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

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

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

17. **AUDITABLE RECORDS**

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

18. **DRUG FREE WORKPLACE**

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

19. **REQUIRED SUBMITTALS**

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

20. **TERMINATION**

Any agreement as a result of this quote may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such

termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

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

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

21. **CONFIDENTIALITY**

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

22. **ANTI-LOBBYING CLAUSE**

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

23. **INSURANCE (AS APPLICABLE)**

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

LEE COUNTY, FLORIDA
 PROPOSAL QUOTE FORM
 FOR
 TEMPORARY PERSONNEL SERVICES
 (STEP-TWO PRICES)

DATE SUBMITTED: _____

VENDOR NAME: _____

TO: The Board of County Commissioners
 Lee County
 Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers:

IN ORDER FOR YOUR QUOTATION TO BE CONSIDERED, VENDORS MUST COMPLETE AND RETURN PAGES 13, 14, 15 AND 16.

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

<u>CATEGORY</u>	<u>HOURLY RATE</u>	<u>X</u>	<u>HOURS UTILIZED</u>	<u>=</u>	<u>TOTAL</u>
<u>ACCOUNT CLERK/ BOOKKEEPER</u>	\$ _____	X	1	=	\$ _____
<u>ADMINISTRATIVE ASSISTANT</u>	\$ _____	X	7,096	=	\$ _____
<u>CARPENTER</u>	\$ _____	X	1	=	\$ _____
<u>CASEWORKER</u>	\$ _____	X	32	=	\$ _____
<u>DRAFTSMAN I</u>	\$ _____	X	1	=	\$ _____
<u>DRAFTSMAN II</u>	\$ _____	X	1	=	\$ _____
<u>EXECUTIVE ASSISTANT</u>	\$ _____	X	789	=	\$ _____

<u>CATEGORY</u>	<u>HOURLY RATE</u>	X	<u>HOURS UTILIZED</u> <u>4/00-4/01</u>	=	<u>TOTAL</u>
<u>INVENTORY CONTROL RECORDER</u>	\$ _____	X	1	=	\$ _____
<u>LIBRARY ASSISTANT</u>	\$ _____	X	4,047	=	\$ _____
<u>LIBRARY TECHNICIAN</u>	\$ _____	X	1	=	\$ _____
<u>LIGHT INDUSTRIAL WORKER</u>	\$ _____	X	1	=	\$ _____
<u>OFFICE SUPPORT BASIC</u>	\$ _____	X	1,092	=	\$ _____
<u>OFFICE SUPPORT MID-LEVEL</u>	\$ _____	X	1	=	\$ _____
<u>OFFICE SUPPORT HIGH LEVEL</u>	\$ _____	X	5,571	=	\$ _____
<u>TRADESWORKER-FAC. MAINTENANCE</u>	\$ _____	X	1	=	\$ _____
<u>TRADESWORKER-LANDSCAPE MAINTENANCE</u>	\$ _____	X	1	=	\$ _____
GRAND TOTAL					\$ _____

OPTION "A" - PROVIDE INFORMATION AS REQUESTED BELOW.

<u>CATEGORY</u>	<u>PERCENT OF MARK-UP OVER</u> <u>NEGOTIATED RATE</u>
<u>ENVIRONMENTAL LABORATORY TECHNICIAN</u>	_____
<u>ENGINEERING TECHNICIAN</u>	_____
<u>HURRICANE SHELTER/REFUGE MANAGER</u>	_____
<u>PROFESSIONAL</u>	_____
<u>TOLL COLLECTOR</u>	_____

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

Is your firm interested in being considered for the Local Vendor Preference?

Yes _____ No _____

If yes, then read the paragraph entitled "Local Vendor Preference" included in these specifications. Also complete the Local Vendor Preference Questionnaire and return with your quotation.

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

Are there any modifications to the quote or specifications:

Yes _____ No _____

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME

BY (Printed):

BY (Signature):

TITLE:

-

FEDERAL ID # OR

S.S.# _____

ADDRESS:

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: _____

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

SCOPE

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

DESIGNATED CONTACT

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

SUPERVISION

General County policies and procedures will be followed in each office, subject to the discretion of the supervisor of that Department/Division.

ATTIRE

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

MEETING PRIOR TO CONTRACT START-UP

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

BASIS OF AWARD

This quotation will be awarded to the vendor meeting all specification requirements, with the lowest grand total as listed on the Proposal Quote Form. The grand total is derived by multiplying the approximate number of hours each job category was utilized during the one-year period ending March 31, 2006 by the hourly rate quoted for each job category.

Vendors should be aware that Lee County anticipates awarding this quotation to a primary vendor and a secondary vendor. The majority of the business will be given to the primary vendor. Lee County shall utilize the secondary vendor, only when the primary vendor

cannot supply workers within a reasonable period of time (as determined by Lee County). The primary vendor will be contacted first in all cases.

The vendor offering the overall low quote as detailed above will be considered the primary vendor. The vendor offering the next overall low quote will be considered the secondary vendor.

Lee County reserves the right, at the Purchasing Director's discretion, not to award certain job categories listed on the Proposal Quote Form.

JOB CATEGORIES/HOURS UTILIZED

In the past, Lee County has utilized temporary personnel in the categories as listed below. Also listed is the approximate number of hours each position was utilized for a one-year period ending March 31, 2006. In cases where only one hour is indicated, it is either a new position, or that position was not utilized during that time period.

All office-type job categories may be required to perform various general clerical functions, such as providing customer service, answering phones, taking messages, light typing, filing, and copying, etc., which are normal extensions of general office work. The following are minimum requirements.

Account Clerk/Bookkeeper - Ability to do routine bookkeeping and accounting in support of fiscal activities of a department, division or fiscal pool under varying degrees of supervision. Duties include researching assigned projects and providing technical reports, monitoring and transferring funds as necessary, coordinating the purchasing process, maintaining accounts receivable/payable records, issuing bills and maintaining files for contracts and agreements; approximate usage of this category - 1 hour.

Administrative Assistant - Ability to handle advanced administrative work assisting the head of a major operating unit. Duties include ability to assist with preparation and daily operation of a budget, ability to perform special projects and compile reports, ability to supervise staff of one or more clerical employees, ability to type minimum of 40 cwpm on a word processor, ability to do bookkeeping; approximate usage of this category - 7,096 hours.

Carpenter - Ability to provide helper-level carpentry duties, under the general direction of a supervisor. Duties could include assisting a journeyman carpenter in renovating buildings, building and repairing cabinets and furniture, and building walls and partitions. Temporary employee MUST PROVIDE OWN TOOLS; approximate usage of this category - 1 hour.

Caseworker - Experienced in the principles and practices of social service work and recognized methods, knowledge of applicable laws and regulations, requires graduation from an accredited 4 year college with a degree in Sociology, or related field; approximate usage of this category - 32 hours.

Draftsman I - Ability to do skilled technical work in drafting and design activities and prepare plans for structures, etc., as designed by a Professional Engineer; approximate usage of this category - 1 hour.

Draftsman II - Ability to do skilled technical work in drafting and design activities and prepare plans for structures, etc., as designed by a Professional Engineer, skilled in Autocad; approximate usage of this category - 1 hours.

Executive Assistant - Ability to handle highly responsible independent work coordinating the schedule of a County Commissioner. Duties include acting as a liaison with government officials and the public, composing memos and letters in response to written and verbal complaints and information requests, maintaining records of laws, ordinances, etc., researching assigned special projects and preparing reports and analyses, and providing routine receptionist and clerical duties, as required; approximate usage of this category - 789 hours.

Inventory Control Recorder - Ability to assist various departments in updating records regarding inventory of items, such as radios, traffic signals, etc.; approximate usage of this category - 1 hour.

Library Assistant - Ability to assist librarian in cataloging, reference activities, circulation department, and working with patrons; approximate usage of this category – 4,047 hours.

Library Technician - Ability to help patrons find materials, such as books and periodicals for reading or reference, checking books in and out, shelving books; approximate usage of this category – 1 hour.

Light Industrial Worker - Ability to do light lifting, unpacking boxes, checking in shipments; approximate usage of this category - 1 hour.

Office Support - Basic - Ability to do routine clerical support work including filing, copying, light typing, routing mail, providing customer service for non-technical issues, serving as a receptionist, receiving and screening incoming phone calls and taking messages; approximate usage of this category – 1,092 hours.

Office Support - Mid-Level - Ability to type minimum of 55 cwpm, ability to operate in a Windows 95 environment is desirable, including knowledge of Office Professional 97, i.e., MS Word, Excel, Access, and Powerpoint, as applicable to the job requirements, must have knowledge of correct grammar and punctuation; approximate usage of this category – 1 hour.

Office Support - High Level - Advanced office and technical capabilities are required, including ability to type contracts, dictation, and government forms, etc. Requires a minimum 80 cwpm, ability to operate in a Windows 95 environment is desirable, including knowledge of Office Professional 97, i.e., MS Word, Excel, Access, and Powerpoint, as applicable to the job requirements; approximate usage of this category – 5,571 hours.

Trades worker-Facilities Management - Ability to paint rooms, walls and other surfaces, perform light carpentry, perform routine custodial or building maintenance duties including cleaning floors with floor machines, must be physically able to perform bending, stooping, and lifting of 40 pounds, must be capable of working with little supervision; approximate usage of this category- 1 hour. (Any one position may not include all of the duties listed.)

Trades worker/Landscape Maintenance - Ability to perform landscape maintenance duties, including mowing and trimming, must be physically able to perform bending, stooping, and lifting of 40 pounds, must be capable of working with little supervision; approximate usage of this category – 1 hour. (Any one position may not include all of the duties listed.)

METHOD OF PAYMENT

For all the job categories listed above, Lee County will make payments to the awarded vendor based on the hourly rate quoted for each category. For the job categories listed in Option A, Lee County will make payments to the awarded vendor based on the County's current hourly pay range for the same/similar job category, plus a percentage of mark-up. Vendors shall quote the percentage mark-up for each of these job categories on the Proposal Quote Form. The County's current hourly pay range for the job categories in Option A will be provided to the awarded vendor by the County when those positions are required to be filled. At that time the County, working with the awarded vendor, will negotiate the hourly rate. The awarded vendor's percentage of mark-up will be then be added to the negotiated hourly rate.

OPTION "A"

Due to the specialized nature of the following job categories, these positions have been separated from the more generic job categories listed above. The job categories listed in Option "A" will be awarded at Lee County's sole discretion. In addition, vendors should be aware that these categories will not be considered in the evaluation of low quoter for award.

Environmental Laboratory Technician - Ability to perform routine laboratory and advanced field work and chemical and biological analyses which consist of the collection, preparation, testing and transporting of various sample tests to ensure water, soil and air samples are in compliance with established codes and regulations. Must have knowledge of proper US-EPA sample handling techniques, and pH, chlorine residual, dissolved oxygen and conductivity tests in the field using certified methods.

Engineering Technician - Ability to perform entry-level assistance to engineering positions in design, construction, traffic engineering, utility engineering and cartographic activities. Tasks are performed either in the field or in the office.

Hurricane Shelter/Refuge Manager - Ability to operate a hurricane shelter or refuge, should have shelter management training in mass care, training in shelter operations, First Aid/CPR training and shelter simulation training.

Professional - Ability to perform a variety of professional work activities as needed, including work on special projects, researching and analyzing information, preparing reports and correspondence, meeting with and responding to inquiries, recommending and making decisions concerning assigned projects. Work is performed under the general direction of an administrative supervisor or manager, who reviews work through conferences, reports and observation of results obtained. Some examples of positions that may be required under this professional category are Program Manager, Operations Analyst, Human Relations Analyst, and Engineer.

Toll Collector – Ability to stand for long periods, collect tolls, and accurately make change, available nights and weekends.

ATTACHMENT “A”

On Attachment “A” vendors may list the related job categories their firm can offer in addition to the positions listed herein. Include the hourly rates and a general description for each job category.

LOCAL BIDDER'S PREFERENCE

Note: In order for your firm to be considered for the local vendor preference, you must complete and return the attached "Local Vendor Preference Questionnaire" with your quotation.

The Lee County Local Bidder's Preference Ordinance No. 00-10 is being included as part of the award process for this project. As such, Lee County at its sole discretion, may choose to award a preference to any qualified "Local Contractor/Vendor" in an amount not to exceed 3 % of the total amount quoted by that firm.

"Local Contractor / Vendor" shall mean: a) any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee County, Florida; or b) any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive five (5) years, and that has the personnel, equipment and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods.

The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and fitness of all persons, firms, partnerships, companies or corporations submitting formal bids or formal quotes in any procurement for goods or services when making an award in the best interests of the County.

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

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

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

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

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

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

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

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

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

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

Yes _____ No _____

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

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

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

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

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

11. The mailing envelope has been addressed to:

MAILING ADDRESS

Lee County Purchasing
P.O. Box 398 or
Ft. Myers, FL 33902-0398

PHYSICAL ADDRESS

Lee County Purchasing
1825 Hendry St 3rd Floor
Ft. Myers, FL 33901

12. The mailing envelope **MUST** be sealed and marked with:

Quote Number
Opening Date and/or Receiving Date

13. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)

14. If submitting a "NO BID" please write quote number here _____ and check one of the following:

Do not offer this product Insufficient time to respond.

Unable to meet specifications (why)

Unable to meet bond or insurance requirement.

Other: _____

Company Name and Address:

ATTACHMENT

3 COPY

FORMAL QUOTE NO.:Q-060701

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR
TEMPORARY PERSONNEL SERVICES
(STEP-TWO PRICES)

DATE SUBMITTED: September 25, 2006

VENDOR NAME: Key Temps, Inc. DBA Remedy Staffing

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges
receipt of Addenda numbers:
None

IN ORDER FOR YOUR QUOTATION TO BE CONSIDERED, VENDORS MUST COMPLETE AND RETURN PAGES 13, 14, 15 AND 16.

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

<u>CATEGORY</u>	<u>HOURLY RATE</u>	X	<u>HOURS UTILIZED</u>	=	<u>TOTAL</u>
<u>ACCOUNT CLERK/ BOOKKEEPER</u>	<u>\$ 16.68</u>	X	1	=	<u>\$ 16.68</u>
<u>ADMINISTRATIVE ASSISTANT</u>	<u>\$ 13.80</u>	X	7,096	=	<u>\$ 97,924.80</u>
<u>CARPENTER</u>	<u>\$ 20.16</u>	X	1	=	<u>\$ 20.16</u>
<u>CASEWORKER</u>	<u>\$ 16.56</u>	X	32	=	<u>\$ 529.92</u>
<u>DRAFTSMAN I</u>	<u>\$ 15.29</u>	X	1	=	<u>\$ 15.29</u>
<u>DRAFTSMAN II</u>	<u>\$ 16.68</u>	X	1	=	<u>\$ 16.68</u>
<u>EXECUTIVE ASSISTANT</u>	<u>\$ 15.18</u>	X	789	=	<u>\$ 11,977.02</u>

<u>CATEGORY</u>	<u>HOURLY RATE</u>	X	<u>HOURS UTILIZED</u> <u>4/00-4/01</u>	=	<u>TOTAL</u>
<u>INVENTORY CONTROL RECORDER</u>	\$ <u>13.90</u>	X	1	=	\$ <u>13.90</u>
<u>LIBRARY ASSISTANT</u>	\$ <u>11.04</u>	X	4,047	=	\$ <u>44,678.88</u>
<u>LIBRARY TECHNICIAN</u>	\$ <u>12.51</u>	X	1	=	\$ <u>12.51</u>
<u>LIGHT INDUSTRIAL WORKER</u>	\$ <u>16.80</u>	X	1	=	\$ <u>16.80</u>
<u>OFFICE SUPPORT BASIC</u>	\$ <u>11.04</u>	X	1,092	=	\$ <u>12,055.68</u>
<u>OFFICE SUPPORT MID-LEVEL</u>	\$ <u>12.16</u>	X	1	=	\$ <u>12.16</u>
<u>OFFICE SUPPORT HIGH LEVEL</u>	\$ <u>12.42</u>	X	5,571	=	\$ <u>69,191.82</u>
<u>TRADESWORKER-FAC. MAINTENANCE</u>	\$ <u>16.80</u>	X	1	=	\$ <u>16.80</u>
<u>TRADESWORKER-LANDSCAPE MAINTENANCE</u>	\$ <u>16.80</u>	X	1	=	\$ <u>16.80</u>
GRAND TOTAL					\$ <u>236,515.90</u>

OPTION "A" - PROVIDE INFORMATION AS REQUESTED BELOW.

<u>CATEGORY</u>	<u>PERCENT OF MARK-UP OVER NEGOTIATED RATE</u>
<u>ENVIRONMENTAL LABORATORY TECHNICIAN</u>	<u>1.499</u>
<u>ENGINEERING TECHNICIAN</u>	<u>1.499</u>
<u>HURRICANE SHELTER/REFUGE MANAGER</u>	<u>1.499</u>
<u>PROFESSIONAL</u>	<u>1.499</u>
<u>TOLL COLLECTOR</u>	<u>1.499</u>

TO BE STARTED WITHIN 1 (one) CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Is your firm interested in being considered for the Local Vendor Preference?
Yes XXX No _____

If yes, then read the paragraph entitled "Local Vendor Preference" included in these specifications. Also complete the Local Vendor Preference Questionnaire and return with your quotation.

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

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

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

MODIFICATIONS: None

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

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

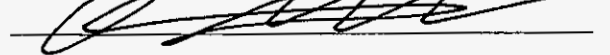
FIRM NAME

Key Temps Inc. DBA Remedy Staffing

BY (Printed):

David Mills

BY (Signature):



TITLE:

President

FEDERAL ID # OR

S.S.# 65-0093469

ADDRESS:

2830 Winkler Ave. Suite 104

Fort Myers, FL. 33916

PHONE NO.: 239-278-1515

FAX NO.: 239-278-3671

CELLULAR PHONE/PAGER NO.: 24 Hour# 239-278-1515

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 9702705

E-MAIL ADDRESS: RemedyFortMyersFL@Remedystaff.com

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

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

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

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

2830 Winkler Ave. Suite 104

Fort Myers, FL. 33916

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

1350 Sq feet

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

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

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

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

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

Yes XXX No

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

Provided Temporary Personnel to Lee County Since 1995
