



PROJECT NO.: IW120100

OPEN DATE: February 9, 2012

AND TIME: 2:30 P.M.

MANDATORY

PRE-BID DATE: January 25, 2012

AND TIME: 10:00 A.M.

LOCATION: Procurement Management
1825 Hendry St. 3rd floor
Ft. Myers, Fl. 33901

NOTE NEW REQUIREMENT: EFFECTIVE 2/1/12 VENDORS WILL NO LONGER BE RECEIVING A POST CARD TO NOTIFY YOU OF PROJECTS ON THE STREET FOR BIDDING/QUOTING. WE WILL CONTINUE TO ADVERTISE IN THE NEWS PRESS RUNNING THE ADS ON FRIDAYS FOR FORMAL PROJECTS. NEW PROJECTS ARE POSTED ON OUR WEB SITE ON FRIDAYS. IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECTS. OUR WEB ADDRESS IS WWW.LEE-COUNTY.COM/PROCUREMENTMANAGEMENT CLICK ON PROJECTS

REQUEST FOR QUOTATIONS

TITLE:

**JANITORIAL SERVICES FOR BATHROOMS
BONITA BEACH PARKS & IMPERIAL RIVER BOAT RAMP**

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

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, CPPB
PURCHASING AGENT
PHONE NO.: (239) 533-5450
EMAIL: cjeffcoat@leegov.com

GENERAL CONDITIONS

NOTE NEW REQUIREMENT: EFFECTIVE 2/1/12 VENDORS WILL NO LONGER BE RECEIVING A POST CARD TO NOTIFY YOU OF PROJECTS ON THE STREET FOR BIDDING/QUOTING. WE WILL CONTINUE TO ADVERTISE IN THE NEWS PRESS RUNNING THE ADS ON FRIDAYS FOR FORMAL PROJECTS. NEW PROJECTS ARE POSTED ON OUR WEB SITE ON FRIDAYS. IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECTS. OUR WEB ADDRESS IS WWW.LEE-COUNTY.COM/PROCUREMENTMANAGEMENT CLICK ON PROJECTS

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

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

1. **SUBMISSION OF QUOTE:**

- a. Quotations 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 duplicate as follows:
 1. The original consisting of the Lee County quote forms completed and signed.
 2. A copy of the original quote forms for the 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 Procurement Management prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
 - 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 Procurement Management 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 equal quality. However, if a product other than that specified is quoted, it is the vendor's responsibility to name such product with his quote and to prove to the County that said product is equal to the product specified. Lee County **shall** be the sole judge as to whether a product being offered by the quoter is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation will require a specific product only, as stated in the detailed specifications.)

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

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

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

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

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

6. **PRE-BID CONFERENCE**

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

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

7. **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 an original invoice to:

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

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

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

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

9. **PUBLIC ENTITY CRIME**

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

10. **QUALIFICATION OF 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.

11. **MATERIAL SAFETY DATA SHEETS**

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

12. **MISCELLANEOUS**

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

13. **WAIVER OF CLAIMS**

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

14. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any 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.

15. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

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

c) **Disadvantaged Business Enterprises (DBE's)**

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

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

d) **Anti-Discrimination**

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

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

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

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

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

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

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

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

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

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

16. **AUDITABLE RECORDS**

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

17. **DRUG FREE WORKPLACE**

Whenever two or more 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.

18. **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.

19. **TERMINATION**

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

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

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

20. **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.

21. **ANTI-LOBBYING CLAUSE**

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

22. **INSURANCE (AS APPLICABLE)**

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

OPTION A: DAY ATTENDANT FOR ALL SITES

\$ _____
ANNUAL COST FOR DAY ATTENDANT

NOTE: Options A may or may not be awarded at the County's discretion.

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

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

Are there any modifications to the quote or specifications?

Yes _____ No _____

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 MATERIALS (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME: _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S.# _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

DUNS#: _____

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER:

E-MAIL ADDRESS: _____

REVISED: 5/3/11

**LEE COUNTY, FLORIDA
INFORMAL PROPOSAL QUOTE FORM
FOR JANITORIAL SERVICE FOR THE BATHROOMS
AT BONITA BEACH PARKS & IMPERIAL RIVER BOAT RAMP**

Lee County Parks and Recreation is requesting quotations from vendors interested in providing janitorial services for the restrooms located at Bonita Beach Parks and the Imperial River Boat Ramp. Actual cleaning times for the bathroom facilities will be worked out between the awarded vendor and the Parks and Recreation contact. Primary deep cleaning will be done at night. (Time to be determined)

All cleaning products and equipment are to be supplied by the vendor. The County shall provide all disposable materials such as toilet paper, paper towels, hand soap, trash bags, etc.

All cleaning materials such as restroom cleaners, general-purpose cleaners and glass cleaners must meet the standards set by Green Seal. The awarded vendor will provide all MSDS for all cleaning products utilized for the project.

GENERAL INFORMATION

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

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

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

Quotation errors shall be handled as follows:

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

QUOTERS may not modify these specifications for any reason whatsoever.

QUOTERS may not assign or otherwise transfer its quotation prior to the quotation opening time.

ADDITION OR DELETION OF SQUARE FOOTAGE OR SITES

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

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

BASIS OF AWARD

The contract for these services will be awarded to the low quoter (grand total) meeting all specification requirements. Vendors must quote on all listed sites in order to be considered for award.

TERM OF QUOTE

If awarded, the terms of this quote shall be in effect for one year. The County reserves the right to renew this quote (or any portion thereof) and to negotiate lower pricing as a condition for each renewal, for up to four additional one-year periods, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for the Parks and Recreation Department. 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.

INSURANCE REQUIREMENTS

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

SUB-CONTRACTORS

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

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

CONSUMER PRICE INDEX ADJUSTMENT

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

TOLLS/PARKING

Lee County Parks and Recreation will not pay for or reimburse for any bridge tolls or parking fees. Lee County Parks and Recreation will provide parking spaces for janitorial personnel.

A. GENERAL WORK REQUIREMENTS

1. Workmanship and Inspection

- a. The County representative shall decide any and all questions which may arise as to the quality and acceptability of materials used and work performed, the manner of performance and the rate of progress of the work.
- b. Workmanship shall be of the highest quality. All cleaning employees shall be mentally and physically competent to perform the services required. The Vendor shall at all times enforce strict discipline and good order among his employees.
- c. The County or its designee is given the authority, pursuant to this agreement, to deduct from the Vendors invoice a percentage not to exceed twenty-five percent (25%) for workmanship which does not meet the quality standards required under this agreement. The individual making the deduction shall document and provide to the Vendor, upon request, the reasons for the deduction from the monthly invoice.

2. Uniforms and Security

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

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

If the awarded janitorial firm does not comply at all times with the security check procedure, it may be grounds for termination of the janitorial contract.

Any charges incurred for these background checks are the sole responsibility of the Vendor.

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

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

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

- e. All janitorial keys (if applicable) will be issued to the Vendor, and a fee will be charged to the Vendor for the loss of any keys/or the cost of changing of locks as the result of any loss of keys. The sole decision, regarding changing the locks, rests with the County Representative.

- f. Vendor will be responsible for acting in accordance with security guidelines, during entering, exiting, and cleaning.

3. Supervision and Safety

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

4. Materials and Equipment

- a. The Vendor shall be responsible for the complete performance of all work and for the methods, means and equipment used, and for all materials, tools, apparatus and property of every description used in connection therewith that is not provided by Lee County as part of this contract. The vendor shall be responsible for supplying all “cleaning” supplies and equipment.
- b. **Lee County will be responsible for providing the following items as part of this contract:**
 - 1. Toilet Paper**
 - 2. Hand Towels**
 - 3. Soap for Dispensers**
 - 4. Trash Can Liners**
- c. The County realizes that the majority of chemicals used by the janitorial vendors are not hazardous. As a requirement of this quotation, Vendors shall provide a list of all materials and supplies that will be used to do the work under this contract. Indicate use, description and minimum amount to be utilized monthly. All cleaning materials such as restroom cleaners, general purpose cleaners and glass cleaners must be listed and a statement regarding meeting the Green Seal requirements under separate cover. Please note that all restroom cleaners, general purpose cleaners and glass cleaners must conform to green seal standards for safe environmental products.

- d. The apparent successful quoter shall furnish MSDS sheets on all chemicals to be utilized under this quotation, within 10 days after the award of the quotation.
- e. The Vendor shall furnish and maintain all the necessary equipment. The County may conduct an inventory every 6 months to verify equipment quantities and condition.

5. Storage

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

6. Trash Removal

The Vendor shall utilize the trash system presently in use, and will provide his own trash transportation equipment for transporting all restroom trash to dumpsters at Bonita Beach Park.

7. Penalties

Hours not worked will be deducted from monthly payments if these hours are persistent or if a quality problem appears. Deduction for hours not worked does not constitute a waiver of the specifications or acceptance of the conditions or performance.

8. Defaults by Vendor

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

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

9. Termination by the County

The County may, at its option and discretion, terminate the contract at any time, in whole or in part, without any default on the part of the Vendor, by giving written notice to the Vendor at least thirty (30) days prior to the effective date of the termination.

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

10. Termination by the Vendor

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

11. Holidays

Vendor's employees must work seven days per week 365 days per year.

Note: Since the project involves Parks facilities which will be open year round the vendor will need to provide personnel year round. There will be no additional compensation /overtime or any remuneration to the awarded vendor or his employees when working on holidays

12. Damage to County Property

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

13. Examination of Site and Other Relevant Material

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

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

14. Permits, Licenses and Notices

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

15. Assignment of Contract

The Vendor shall not assign, transfer, sub-contract, or sell any portion of this contract unless permission is first given by the County Representative.

16. Laws and Taxes

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

17. Method of Payment

The vendor will be paid for these services on a monthly basis. As such, the vendor will be responsible for submitting an invoice to the County detailing the charges for that particular month. The vendor will then be paid based upon the work done for that month.

18. Reporting Information

The following information must be provided to the County Representative on a weekly basis.

- a. Time sheets for all employees.
- b. Company manager must conduct an inspection of the facility with a copy of the report given to the County Representative.
- c. A sign-in sheet detailing; company, name of personnel doing cleaning, time in and time out and a task check list will be provided to the County Representative. These forms are to be completed for each date of service and are to remain posted in the janitorial closet, if applicable, or the building, for review by the County Representative.

19. Precedence of Specifications

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

B. TECHNICAL REQUIREMENTS

1. Premises To Be Cleaned

Bonita Beach Restrooms

a. Bonita Beach Park, 27954 Hickory Blvd. Bonita Springs 34134

Men's Bath House

- Total Sq. Ft. = 336
- Urinals = 3 stainless
- Sinks = 3 stainless
- Toilets = 3 stainless
- Soap dispensers = 2
- Toilet Paper dispensers = 3 (double rolls)
- Baby/Child Changing Station = 1
- Changing Room Stalls = 3
- Hand dryers = 2
- Floor = tile

Women's Bath House

- Total Sq. Ft. = 336
- Sinks = 1 stainless 2 porcelain
- Toilets = 6 stainless
- Soap Dispensers = 2
- Toilet Paper dispensers = 7 (double rolls)
- Feminine Napkin disposal boxes = 2 double sided / 2 single sided (stainless)
- Baby/Child Changing Station = 1
- Changing Room Stalls = 4
- Hand dryers = 2
- Floor = tile

b. Bonita Beach Access #10/Little Hickory Island Beach Park,
26082 Hickory Blvd. Bonita Springs 34134

Restroom #1

- Total Sq. Ft. = 43
- Sinks = 1 porcelain
- Toilets = 1porcelain
- Soap dispensers = 1
- Toilet Paper dispenser = 1 (double roll)
- Hand dryer = 1
- Floor = Tile

Restroom #2

- Total Sq. Ft. = 43
- Sinks = 1 porcelain
- Toilets = 1porcelain
- Soap dispensers = 1
- Toilet Paper dispenser = 1 (double roll)
- Hand dryer = 1
- Floor = Tile

c. Imperial River Boat Ramp, 27551 S. Tamiami Trail Bonita Springs 34134

Restroom #1

- Total Sq. Ft. = 43
- Sinks = 1 porcelain
- Toilets = 1porcelain

- Soap dispensers = 1
- Toilet Paper dispenser = 1 (double roll)
- Hand dryer = 1
- Floor = Tile

Restroom #2

- Total Sq. Ft. = 43
- Sinks = 1 porcelain
- Toilets = 1 porcelain
- Soap dispensers = 1
- Toilet Paper dispenser = 1 (double roll)
- Hand dryer = 1
- Floor = Tile

2. Scheduling

Lee County, working with the Vendor, will establish mutually agreeable times for the cleaning of each facility. (During closed hours between 9:00 pm and 5:00 am)

3. Cleaning Tasks - Each Service

- a. Clean basins and counters with detergent/disinfectant.
- b. Clean toilets and urinals using detergent/disinfectant. Uses bowl cleaner each visit to keep toilets/urinals free of any types of stains, scale or residue.
- c. High and low dust all surfaces to include knockdown of all spider webs. (To include any louvered openings & fans)
- d. Clean mirrors, soap dispensers, wash basins and all plumbing fixtures.
- e. Clean under basins, around toilets and urinals.
- f. Spot clean walls, light switches, changing stall dividers and doors.
- g. Re-supply soap, toilet tissue, paper towels and liners.
- h. Sweep, damp mop, and sanitize floors using detergent/disinfectant. Vendor will be responsible for any water damages caused by water spillage or hosing down the floors.
- i. Sweep entrances to restroom and knock down cobwebs.

- j. Empty all trash containers, and insert new liners as appropriate.
- k. Empty and sanitize interiors of all sanitary napkin waste containers. (if applicable)

4. Communications

- a. To facilitate communication between the vendor's personnel and the County, the awarded Vendor must provide cell phones or some other form of communication to the On-Site employees.
- b. Because of emergency situations, it may be necessary to contact vendor personnel after normal work hours. The awarded vendor will be required to have a local office in Lee County and a method to answer calls to that office 24 hours per day. Vendor must also provide Lee County with emergency contact phone numbers and personnel.
- c. The County's contact for this contract will be Mabel Vega in the Parks and Recreation Department. She can be reached at (239) 707-1874.
- d. **The awarded vendor's supervisory personnel will routinely be dealing with designated Lee County personnel. The vendor will ensure these supervisors are conversant in English. Moreover, any of the awarded vendor's personnel who have regular interaction with County staff, take direction from County staff, and/or perform their duties in the absence of vendor's supervisory personnel, will also be conversant in English.**

Vendor Requirements

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

5. Required Information

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

- a. All employee background checks
- b. Material Safety Data Sheets for chemicals being used
- c. Sample employee identification badge

- d. Names and phone numbers of on-site personnel and company representatives
- e. Sample cleaning personnel sign-in sheet and cleaning task check list.
- f. Statement certifying that all bathroom cleaner, general-purpose cleaners, floor care products and glass cleaners conform to Green Seal standards.
- g. Insurance certificates

INSURANCE REQUIREMENTS

1. Minimum Insurance Requirements for Janitor Service or Security Guards:

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

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

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

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

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

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

- d. Crime Policy:

\$100,000 Employee Dishonesty;
\$100,000 Theft, Disappearance and Destruction;
\$100,000 Forgery and Alteration;
\$100,000 Computer Fraud.

**The required limit of liability shown in Major Contracts: 1.a; 1.b; 1.c; may be provided in the form of "Excess" or "Commercial Umbrella Insurance Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

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:

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.

3. Special Requirements:

- a. An appropriate "Indemnification" clause shall be made a provision of the contract.
- b. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: _____ PROJECT NAME: _____

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

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

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

Company Name: _____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by _____ who has produced
(Print or Type Name)
_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

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

LEE COUNTY PROCUREMENT MANAGEMENT - 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 1 additional copy of the quote has been submitted.
- 5. Two (2) 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. Affidavit Certification Immigration Signed and Notarized
- 12. The mailing envelope has been addressed to:

MAILING ADDRESS Lee County Procurement Mgmt. P.O. Box 398 or Ft. Myers, FL 33902-0398	PHYSICAL ADDRESS Lee County Procurement Mgmt. 1825 Hendry St 3 rd Floor Ft. Myers, FL 33901
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- 13. The mailing envelope **MUST** be sealed and marked with:
 Quote Number
 Opening Date and/or Receiving Date
- 14. 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.)
- 15. 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:

