



PROJECT NO.: B-140217

OPEN DATE: April 15, 2014

AND TIME: 2:30 P.M.

\*\*\*MANDATORY\*\*\*

PRE-BID DATE: April 1, 2014

AND TIME: 9:00 A.M.

LOCATION: Fort Myers Regional Library Complex  
1651 Lee Street, Meeting Room A  
Fort Myers, FL 33901

# REQUEST FOR BID

**TITLE:**  
**JANITORIAL SERVICE FOR FORT MYERS  
REGIONAL LIBRARY COMPLEX AND LIBRARY  
ADMINISTRATION FACILITY**

Advertised Date: March 14, 2014

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

**ADDRESS**

1825 Hendry St 3<sup>rd</sup> Floor  
FORT MYERS, FL 33901

PROCUREMENT CONTACT:

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

**GENERAL CONDITIONS**

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

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

1. **SUBMISSION OF BID:**

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

late delivery, etc.). Poor or unacceptable past performance may result in bidder disqualification.

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

2. **ACCEPTANCE**

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

3. **SUBSTITUTIONS**

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

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

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

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

service and upon the request of the County will provide copies of licenses and/or permits within 10 calendar days after request.

- c. The geographic preference established in the Local Vendor Preference ordinance is applicable to all Lee County procurement activities unless otherwise specifically noted in the solicitation package. Provided, however, the Local Vendor Preference ordinance is not applicable to procurement activity or solicitations involving Federal Transit Administration grant funds.
- d. Florida Statutes Section 607.1501 (1) states: A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

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

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

6. **PRE-BID CONFERENCE**

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

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

7. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

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

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

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

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

8. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/quote/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/quote/proposal, must file a written "Notice of Intent to File a Protest" with the Lee County

Procurement Management Director not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of the County's "Notice of Intended Decision" with respect to the proposed award of the formal bid/quote/proposal.

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

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

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

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

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

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

The Formal Written Protest shall contain the following:

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

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

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

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

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

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

If the Board’s decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board’s final determination concerning the award.

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

**“FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY**

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.”**

9. **PUBLIC ENTITY CRIME**

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

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

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

11. **MATERIAL SAFETY DATA SHEETS**

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

12. **MISCELLANEOUS**

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

13. **WAIVER OF CLAIMS**

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

14. **AUTHORITY TO PIGGYBACK**

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

15. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this bid from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this 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 bid, whether through size, complexity, or dollar value.

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

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

The County further reserves the right to purchase any of the items in this bid from DBE's to fulfill the County's stated policy toward DBE's.

d) **Anti-Discrimination**

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

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

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

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

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



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

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

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

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

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

16. **AUDITABLE RECORDS**

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

17. **DRUG FREE WORKPLACE**

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

18. **REQUIRED SUBMITTALS**

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

19. **TERMINATION**

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

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

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

20. **CONFIDENTIALITY**

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

21. **ANTI-LOBBYING CLAUSE**

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

22. **INSURANCE (AS APPLICABLE)**

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

23. **CONFLICT OF INTEREST**

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

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

And:

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

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

**LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR  
JANITORIAL SERVICE FORT MYERS REGIONAL LIBRARY COMPLEX  
AND LIBRARY ADMINISTRATION FACILITY**

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 VALID, REQUIRED SUBMITTALS, AS LISTED IN THIS SPECIFICATION, SHOULD BE INCLUDED WITH YOUR QUOTATION

TOTAL ANNUAL CHARGES  
(BASIS OF AWARD)

\$ \_\_\_\_\_  
ANNUAL COST

ADDITIONAL CHARGES: THE FOLLOWING FEES ARE TO BE USED AS NEEDED IN ORDER TO MODIFY THE CONTRACT PRICES THROUGHOUT ITS TERM.

HOURLY RATE FOR EMERGENCY WORK

Library Administration Bldg	\$ _____
FM Regional Library	\$ _____
Talking Books	\$ _____
Meeting Rooms/Events Office Area located in South Bldg.	\$ _____
Cornog Plaza	\$ _____

COST TO ADD/DELETE AN EVENING OF SERVICE PER DAY

Fort Myers Regional Library	\$ _____
Cornog Plaza	\$ _____
Meeting Rooms	\$ _____

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

Bidders 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 bidder being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

Bidder 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 Bidder/Bid 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: \_\_\_\_\_

**DETAILED SPECIFICATIONS FOR:  
JANITORIAL SERVICES FOR  
FORT MYERS REGIONAL LIBRARY COMPLEX AND  
LIBRARY ADMINISTRATION FACILITY**

SCOPE

This Request for Bid (RFB) is issued by the Lee County Board of County Commissioners to request sealed quotations from Vendors interested in providing contract janitorial services to the following library system locations:

(Square foot numbers are approximate and not exact. Exact numbers should be confirmed via field inspection)

- |  |              |
|--|--------------|
| (A) The Fort Myers Library Complex comprised of the following:   |              |
| North Bldg: Fort Myers Regional Library:   | 37,801 SF    |
| South Bldg: a) Talking Books:  | 1,300 SF     |
| b) Meeting Rooms/Event Office Area:  | 3,683 SF     |
| c) Outdoor Cornog Plaza  | 48,000 SF    |
| No. of Cleaning Days: six (6) days per week (Mon.-Sat.) WITH THE EXCEPTION OF Talking Books, which is five (5) days per week (Mon.-Fri.) |              |
| <br>(B) Library Administration Building  | <br>6,975 SF |
| No. of Cleaning Days: 5 days per week (Mon.-Fri.)  |              |

Total Approximate Building Square Footage:	49,759 SF
Total Approximate Plaza Square Footage:	48,000 SF

Materials to be supplied by the Vendor shall include items such as toilet paper, paper towels, soap, trash bags, sanitary products, baby changing station liners and toilet seat covers, etc. Lee County requires that only recycled paper products are provided and under no circumstances shall any aerosol cleaning products be utilized. Soap is to be an antibacterial foaming bag-type. All cleaning materials such as bathroom cleaners, floor cleaners, general purpose cleaners and glass cleaners must meet the standards set by Green Seal. Please ask purchasing for a guideline for safe environmental products and suggestions for manufacturers of such products and suggestions for manufacturers of such cleaning products if you have not previously been provided one.

The awarded Vendor must meet all contract specifications fifteen (15) calendar days from startup of service.

GENERAL INFORMATION

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

Bidder 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.

Bid errors shall be handled as follows:

1. Any blank spaces on the proposal form, required submittals, absence of signatures, or failure to submit the quotation on the County's form shall cause the bidder to be declared nonresponsive.
2. The bidder 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 bidder and/or its subcontractors or material suppliers.

**BIDDERS may not modify these specifications for any reason whatsoever.**

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

#### ADDITIONS OR DELETIONS TO THE CONTRACT

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 or area 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 or to accept the additional site or square footage at the average square footage cost. If it is rejected the whole contract will be rebid with no penalty to the vendor.

#### TERM OF AGREEMENT

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.



CONSUMER PRICE INDEX ADJUSTMENT

After the first year, at the County's sole discretion, the contract price quoted for this service may be increased annually on the first of October. If granted, 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. This increased amount will begin with the billing for the month of October.

INSURANCE REQUIREMENTS

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

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

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

COUNTY'S RESERVATION OF RIGHTS

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

COUNTY'S RIGHTS AND OPTIONS

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

1. To reject any or all bids or parts thereof.
2. To supplement, amend, or otherwise modify this bid, and to cancel this bid with or without the substitution of another bid.
3. To issue additional subsequent bids.
4. To the extent not prohibited by law, to waive any irregularity or informality on any matter.
5. In this RFB the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case by case basis, at the discretion of the County.

### VENDOR REQUIREMENTS

The awarded vendor shall be appropriately licensed, shall obtain all necessary permits, and shall pay all required fees to any governmental agency having jurisdiction over the work. Inspections required by local ordinances during the course of the work shall be arranged by the vendor, as required. Satisfactory evidence to show that all work has been finalized in accordance with the ordinances and code requirements, shall be furnished to Lee County upon completion.

The awarded vendor shall be capable of furnishing, upon request, all state and local licenses required for the specified work to be performed.

### MAJOR BREAKDOWNS/NATURAL DISASTERS

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

### BUILDING ACTIVATION FOR EMERGENCY SITUATIONS

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

### AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

DESIGNATED CONTACT

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

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 their employees.

2. Uniforms and Security

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

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

3. Supervision and Safety

- a. The Vendor shall be responsible for the supervision and direction of the work performed by their employees and shall, at all times make readily available a manager or crew leader to immediately address or handle all discrepancies and concerns. The manager or crew leader shall have the authority to act as agent for the Vendor in their absence, and shall be fully qualified to implement the contract specifications.
- b. The Vendor shall be responsible for instructing their 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.
- c. The cleaning crew shall not be accompanied by non-vendor individuals or other vendor employees not directly assigned to this project, i.e., children, friends, acquaintants, or family members. Failure to follow these directions result in the

termination of the bid with your firm.

4. Materials and Equipment

- a. The Vendor shall be responsible for the complete performance of all work and for the methods, means and equipment used, and for all materials, tools, apparatus and property of every description used in connection therewith.
- b. The County realizes that the majority of chemicals used by the janitorial Vendors are not hazardous. As a requirement of this quotation, the awarded vendor shall provide a list of all materials and supplies that will be used to do the work under this contract. Indicate use, description and minimum amount to be utilized monthly.

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

- c. The Vendor shall furnish and maintain all the necessary equipment. The County may conduct an inventory every 6 months to verify equipment quantities and condition. **NOTE: MANUALLY OPERATED CARPET SWEEPERS ARE NOT TO BE USED IN PLACE OF AN ELECTRIC VACUUM CLEANER ON CARPETING. ALSO NOTE THAT ONLY HEPA-CERTIFIED VACUUM CLEANERS ARE ALLOWED AT THIS SITE.**

5. Storage

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

6. Trash Removal

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

7. Penalties

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

8. Defaults by Vendor

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

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

9. Termination by the County

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

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

10. Termination by the Vendor

This Agreement may be terminated by the Vendor by giving thirty (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

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

- New Years Day - January 1 (and as designated below)
- Martin Luther King Day - Third Monday in January
- Memorial Day - Last Monday in May
- Fourth of July - July 4th
- Labor Day - 1st Monday in Sept.
- Veterans Day - November 11th
- Thanksgiving Day - 4th Thursday in November
- Day After Thanksgiving - Fourth Friday in November
- Christmas Day - December 25 (and as designated below)

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

If Christmas or New Year’s

<u>Observed Day Falls On</u>	<u>Days Off</u>
Sunday	Monday and Tuesday
Monday	Monday and Tuesday
Tuesday	Monday and Tuesday
Wednesday	Tuesday and Wednesday
Thursday	Thursday and Friday
Friday	Thursday and Friday
Saturday	Thursday and Friday

Refer to Section B “Technical Specifications” to determine if holidays are to be worked.

12. Damage to County Property

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

13. Examination of Site and Other Relevant Material

- a. The Vendor shall have visited the site and shall have fully acquainted and familiarized themselves 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 themselves 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 their obligations thereunder and that a claim will not be made, 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, subcontract, or sell any portion of this contract unless permission is first given by the Library Facilities Coordinator.

16. Laws and Taxes

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



17. Method of Payment

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

18. Reporting Information

The following information must be available, on site for the County

A sign-in sheet detailing company, name of personnel doing cleaning, time in and out. This form will be provided by the vendor for its personnel and is to be completed for each date of service and is remain posted in the janitorial closet, if applicable, or the building, for review by the Library Facilities Coordinator.

19. Submittal Language

The submittals requested should be returned with the quotation response or bidder will be rendered nonresponsive.

20. 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

The following are the street addresses of the premises to be serviced:

Fort Myers Regional Library and Cornog Plaza:

2450 First Street, Ft. Myers, Fl 33901

Talking Books, Events Office, Meeting Rooms and Cornog Plaza:

2651 Lee Street, Ft. Myers, Fl 33901

Library Administration:

2345 Union Street, Ft. Myers, Fl 33901

The Fort Myers Regional Library is a two-story facility consisting of approximately 37,401 square feet, including but not limited to:

Library chairs with seats, backs, and arm upholstered; cloth upholstery	
Office chairs with seats, backs upholstered	
Meeting room/study room chairs with seats and backs	
Couches with seats, backs and arms cloth upholstery; top of arms are wood	
Restrooms:	
Toilets	
Restroom sinks	
Urinals	
Kitchen sinks	
Janitorial tubs (maintained by vendor); Floor basin with faucets for rinsing mops, cleaning cloths, etc.	
Second floor meeting room tabletop of real wood—requiring special treatment	
Monumental Staircase	
Elevators (2 public & 1 staff)	
2 <sup>nd</sup> Floor Outdoor Deck	
Deck outdoor seating table/chair sets	
Staff stairwells	
Interior lounging chairs	
Special decorative hanging light pendants	

Talking Books is housed in the one-story South Building and consists of approximately 1,300 square feet. There are approximately:

Public seating chairs (Un-upholstered)	
Office chairs with seats and backs upholstered	
Restrooms with (1) toilet and (1) sink	
Kitchenette area with kitchen sink	

The Events Office and Meeting Rooms located within the South Building consists of approximately 3,683 SF. There are approximately:

Office chairs with seats and backs upholstered	
Meeting Room public restrooms	
Meeting room/study room chairs with seats and backs	
<i>Restrooms:</i> <i>Fixtures</i>	

<i>Toilets</i> <i>Restroom Sinks</i> <i>Urinals</i>	
Kitchen sinks	
Meeting Room chairs (un-upholstered)	

The Cornog Plaza runs from First Street to Second Street and is approximately 48,000 SF consisting mainly of brick pavers. There are approximately:

Café exterior dining table/4 chair sets	
Exterior plaza seating table/2 chair sets	
Exterior amphitheater paver step seating	
Paver parking area opened daily to the public	
Exterior decorative cigarette butt receptacles	
Exterior trash/recycling container sets	
Horizontal water feature with sculpture	1

Library Administration is housed in a one-story building of approximately 6,975 sq. ft. There are approximately:

Public seating upholstered chairs	4
Office chairs with seats and backs upholstered	
Office guest chairs with seats and backs upholstered	
Restrooms:	
Toilets	6
Urinals	1
Restroom sinks	3
Kitchen sink	1

2. Scheduling

- a. Lee County, working with the Vendor, may designate the time during which selected areas shall be cleaned. Library personnel would like to be informed of the amount of time vendor believes it will take to complete the cleaning jobs prior to start of contract.

- b. **Cleaning shall be performed on a six (6) day per week basis, exclusive of holidays**, for the Ft. Myers Regional Library, the South Building Meeting Rooms and Events office area, and the Cornog Plaza. **Cleaning will be performed on a (5) day per week basis, exclusive of holidays**, for Talking Books located at the South Building, and Library Administration. Crew scheduling is the Vendor's responsibility and should be arranged so as not to interfere with day-to-day business operations. Certain departments observe other holidays in addition to those listed as being observed by the County (i.e. religious and/or national holidays). Crews are to be scheduled according to the County's holiday observance.
- c. Work is to be done typically after normal library hours, as listed below, except for the day porter. Hours listed are current normal working hours and are subject to change. Every attempt will be made to provide the awarded Vendor a 48 hours notice of any library working hour changes.
- d. The hours of operation are as follows:
- e. Ft. Myers Regional Library is open Monday through Wednesday from 9:00 a.m. to 8:00 p.m., Thursday from 9:00 a.m. to 6:00 p.m., and Friday and Saturday from 9:00 a.m. to 5:00 p.m.
- f. Talking Books is open from 9:00 a.m. to 5:00 p.m. Monday through Friday.
- g. Library Administration is open from 8:00 a.m. to 5:00 p.m. Monday through Friday.
- h. The Cornog Plaza may be considered "open" the same hours as the Fort Myers Regional Library. However, there will be events held on the plaza before or after hours on occasion from outside sponsors. Care needs to be taken to not disrupt such activities—Sponsors must pay a rental fee to use the outdoor space.
- i. The South Building Meeting Rooms/Events office area may again be considered "open" the same hours as the Fort Myers Regional Library. However, there will be held meetings before or after hours on occasion from outside parties. Care needs to be taken to not disrupt such activities—the entity requesting the use of the meeting room must pay a rental fee.
- j. All locations are to be cleaned after normal business hours as described.
- k. **Fort Myers Regional Library will be provided a day porter for five (5) hours per day.**

1. The six-day per week service shall be Monday through Saturday. The awarded vendor shall make emergency service available to the County. Emergency situations shall be classified as cleaning of accidental spills relating to body fluids; flooding due to water leakage, etc. All materials and equipment will be provided by the awarded vendor.

3. Communication

- a. Because of emergency situations, it may be necessary to contact vendor personnel after normal work hours. The awarded vendor will be required to provide emergency contact phone numbers and personnel.
- b. The County's contact person for this project will be the Library Facilities Coordinator) in the Library Division. This person can be reached at 239 533-4822 (office) or 239.565.2589 (mobile).
- c. To facilitate communication between the vendor and county personnel, the awarded vendor must provide a form of communication to their employee while on the premises.
- 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.**

4. Quality Standards

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

- a. Absence of dust on horizontal and vertical surfaces of floors, walls, ledges, furniture and equipment and the "ribbon" located in the children's area.
- b. Absence of litter and trash on floor and on the Cornog Plaza and horizontal surfaces of equipment.
- c. Absence of finger marks and spots and soil buildup on walls, partitions, doors, dividers, etc.

- d. Absence of encrustation, soil and wax buildup on floors, particularly in corners, along edges and baseboards, around door jambs, and around furniture and equipment legs and bases.
  - e. Absence of soil and stains on toilet room fixtures, drains, traps, faucets, soap and paper dispensers, stalls, mirrors, ledges and drinking fountains. Disinfectants shall be used to sterilize toilet room fixtures, where required.
  - f. Absence of dust, spots, soil buildup and encrustations on furniture and equipment surfaces and legs.
  - g. Absence of dust, lint, and litter on upholstered furniture.
  - h. Absence of soil, litter, dust and encrustations in ash trays, urns, wastebaskets, and trash containers. Wastebaskets and trash containers to be washed as needed.
  - i. Absence of marks, spots, stains and streaks on interior and exterior entrance door and lobby glass and all partition glass.
  - j. Absence of soil and dust on window blinds, shades, sills, frames, and ledges.
  - k. Absence of other visible soil and cobwebs on horizontal surfaces including ceilings.
  - l. Absence of trash in buildings, on the Cornog Plaza, , dumpster areas, parking lot areas, lawns, and the entire Library Administration building entrances. Trash shall be collected and removed to designated areas.
  - m. Absence of soil, litter, dust and spots from all carpets, mats and floors.
  - n. Absence of streaks, spots, stains from all bright work where appropriate. All bright works shall be polished dry to a high sheen.
  - o. Absence of dust build-up and cobwebs on hanging pendant lighting located in various areas of the Ft. Myers Regional Library.
  - p. Absence of dust build up and other visible soil surrounding the monumental staircase located in the Ft. Myers Regional Library.
5. Special Provisions to be Observed While Cleaning Data Processing Areas
- a. Vendor shall not move nor jar Data Processing machines, equipment, accessories, etc.

- b. Vendor shall exercise extreme caution when using water buckets, and shall mount them on dollies to prevent spillage. Vendor shall, without delay, report any spillage or other errors in the cleaning operation to the Library Facilities Coordinator.

6. Vendor Requirements

- a. The Vendor shall notify the Library Facilities Coordinator of any observed irregularities (i.e., defective plumbing, unlocked doors, lights left on, etc.).
- b. The Vendor shall communicate with the Library Facilities Coordinator 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.

7. Special Cleaning Task Requirements

- a. Building Interior and Exterior Window Washing (high windows, too, if applicable)

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

- b. Building Exterior Pressure Washing

The exterior of the building will need to be pressure cleaned. If the awarded vendor hires a subcontractor to do this work, Lee County reserves the right to approve of this firm. Also, Lee County reserves the right to request the vendor have adequate insurance coverage and hold Lee County harmless. The vendor that does this task must be properly licensed to perform this type of work.

- c. Carpet and Upholstery Cleaning

As described in these specifications, the carpet and upholstery will need to be cleaned. If the awarded vendor hires a subcontractor to this work, Lee County reserves the right to approve of this firm. Also, Lee County reserves the right to request the vendor have adequate insurance coverage and to hold Lee County harmless. The vendor that does this task must be properly licensed to perform this type work.

A water extraction method (hot water-steam cleaning) shall be used to clean the carpet and specific upholstery during the daily spot cleaning and scheduled carpet and upholstery cleaning. Carpet and upholstery cleaning process shall be approved by the County's Representative.

d. Flooring

To avoid possible damage to these types of flooring only specified cleaning will be permitted.

All flooring cleaning plans and products to be approved by Facilities Coordinator

e. Corian Counter Tops

All Corian Counter Tops can be cleaned with soapy water which will remove most dirt and stains. Difficult stains should be brought to library attention.

f. Strip and Re-waxing of Hard Floors

**ONLY QUALITY FLOOR FINISHES WITH A MINIMUM SLIP RESISTANCE FACTOR (STATIC COEFFICIENT OF FRICTION) OF .5, AS MEASURED BY AMERICAN SOCIETY OF TESTING & MATERIALS (ASTM) TEST METHOD STANDARDS SHALL BE USED ON HARD FLOOR SURFACES IN LEE COUNTY BUILDINGS. A SCHEDULE OF THE TIMES THIS WILL OCCUR MUST BE APPROVED BY THE COUNTY'S REPRESENTATIVE.**

g. Mechanical/Equipment/Maintenance Rooms (Data Communications Room if applicable)

These rooms are not to be entered or cleaned without prior authorization and instructions from the County's Representative. Occasionally, you will be requested to clean this room(s). The cleaning will usually involve sweeping, dusting, mopping, and pressure cleaning the floor, upon request and as needed. There is to be no additional charge for this work. The cost of doing this occasional cleaning is to be included in the overall cost of cleaning the building. It is estimated that these rooms will be cleaned four (4) times a year. The dates and times are to be coordinated between vendor and County Representative.

h. Cleaning of suspended light fixtures

It is required that all suspended light fixtures be cleaned quarterly.



i. High Ceiling Cleaning

Dust visible areas including fans, beams, columns, ledges, ac vents and pipes.

Remove dust, cobwebs, bugs, etc. on a quarterly basis.

j. HEPA (High Efficiency Particulate Air) Filter Vacuum Cleaners

Under this contract, it will be required that the vendor use only vacuum cleaners with the HEPA Filtration system. These vacuums must be approved for use by the County Representative. If, at anytime during this contract, the vacuum cleaners need to be replaced, the replacement must have a HEPA Filtration System and be approved by the County Representative.

k. Monumental Staircase Cleaning at Ft. Myers Regional Library

The stainless steel rail shall be cleaned daily. The glass on the monumental staircase shall be cleaned weekly. Clean and polish the stone on the monumental staircase weekly.

8. 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 vendor contact personnel
- e. Sample cleaning personnel sign-in sheet
- f. Statement, on vendor's company letterhead, certifying/stating that all bathroom cleaner, general-purpose cleaners, floor care products and glass cleaners conform to Green Seal standards.
- g. Insurance certificates

9. Contract Monitoring Information – Cleaning Checklists

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

- a. Attachment "A": Janitorial Detail Cleaning Task Checklist

This form details the cleaning tasks that are to be performed on a periodic basis. The vendor is to use this checklist to insure that each cleaning task is done in each facility. The vendor will designate that a particular task has been completed, by checking it off on the day it was completed. These forms are to be kept by the vendor for the duration of the contract, and open for review by the Library Facilities Coordinator.

This form includes all tasks that are possible for all the buildings and the Cornog Plaza. It is understood that not all the tasks may be applicable to each site. Therefore, the cleaning personnel are only to check off the applicable tasks for the area being serviced. Tasks that do not apply will be left blank.

b. Attachment "B": Sample Quality Assurance Form

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

c. Cleaning Personnel Sign-in Sheet

The vendor shall have a sign-in sheet posted in the janitorial closet or other designated location, for the cleaning personnel. This sign-in sheet shall have the company name, cleaning personnel, and cleaning person's time in and time out. This form is to be completed for each date of service; and is to remain posted in the janitorial closet, if applicable, or other designated location for review by the Library Facilities Coordinator.

ANTI-COLLUSION STATEMENT

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

FIRM NAME \_\_\_\_\_

BY (Printed): \_\_\_\_\_

BY (Signature): \_\_\_\_\_

TITLE: \_\_\_\_\_

FEDERAL ID # OR S.S.# \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

CELLULAR PHONE/PAGER NO.: \_\_\_\_\_

DUNS #: \_\_\_\_\_

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER:

\_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

DISADVANTAGED BUSINESS ENTERPRISE (DBE): \_\_\_\_\_ Yes \_\_\_\_\_ No

**Standard Insurance Requirements**

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

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

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

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

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

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

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

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

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

**Verification of Coverage:**

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

**a. The certificate holder shall read as follows:**

**Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902**

**b. “Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.**

**Special Requirements:**

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

**JANITORIAL DETAIL CLEANING TASK - DAILY CHECKLIST**

Facility		Fort Myers Regional Library, Talking Books, Meeting Room/Events Office Area, and Library Administration					Date		,201	
<b>DAILY TASKS</b>		M	Tu	W	Th	F	Sa	Su		
1.	Empty and place a new liner bag (if needed) in trash receptacles. Damp wipe, if necessary.									
2.	Empty desk recycling totes into large recycling bin.									
3.	Spot clean walls, light switches and doors. (check for finger marks, spots, soil build-up, graffiti, etc.)									
4.	Damp mop floors including stairs and landings. Remove any gum, tar or other foreign matter.									
5.	Spot vacuum and/or brush all public and staff area carpet and upholstery (includes under the cushions).									
6.	Dust/polish staff area horizontal ledges, tables, chairs, cabinets, equipment, all unobstructed work areas, etc. (except bookshelves) Check underneath tables/chairs, legs, etc. for needed attention. (2 times per week) <i>Staff may request their desk be dusted/polished by leaving a note on their desk.</i>									
7.	Clean and sanitize drinking fountains.									
8.	Dust all unobstructed work areas.									
9.	Do other general and emergency cleaning as required.									
10.	Report any maintenance defects to the Library Facilities Coordinator.									
11.	Keep custodial closet clean.									
12.	Vacuum floor mats and wash as necessary.									
13.	Clean all main Library entrance, Staff Entrance									
14.	Clean counter tops at Circulation desk, Reference desks, and the Youth Services Information desk and Young Adult station and all table tops inside including shared surfaces in staff areas..									
15.	Damp mop floor, clean tables, chairs, sink and counters in break room.									
16.	Clean meeting room sink, counter refrigerator vacuum and wipe tables as needed									
17.	Clean counters and vending machine.									
18.	Clean all children's area tables, counters and chairs as needed.									
19.	Clean stainless steel railing on monumental staircase									
20.	Vacuum elevator floors									
21.	Sweep 2 <sup>nd</sup> floor outdoor reading deck and outside café deck									
22.	Clean "ribbon" in Youth Services area									
23.	Vacuum all floors daily in Ft. Myers Regional Library									
24.	Clean public computer surfaces									
25.	Spot clean interior vinyl/plastic furniture feet marks									
26.	Clean glass on monumental staircase									

27.	Clean/polish stone on monumental staircase								
28.	Clean elevator walls and doors								

<b>DAILY SERVICE – KITCHEN AREA</b> Fort Myers Regional Library, Talking Books, Meeting Room/Events Office Area, and Library Administration		M	Tu	W	Th	F	Sa	Su
1.	Clean sinks, counters, tables, chairs, with detergent/disinfectant.							
2.	Empty and place a new liner bag in trash receptacles. Spot clean and sanitize containers.							
3.	Re-supply paper towels and soap dispensers.							
4.	Damp wipe all kitchen appliances including vending machines.							
5.	Damp wipe walls, as necessary.							
6.	Damp mop floor.							

**JANITORIAL DETAIL CLEANING TASK - DAILY CHECKLIST**

Facility Fort Myers Regional Library, Talking Books, Meeting Room/Events Office Area, and Library Administration		Date _____, 201						
<b>NIGHTLY SERVICE – RESTROOMS</b>		M	Tu	W	Th	F	Sa	Su
1.	Clean toilets, urinals, sinks, counters, and baby changing stations with detergent/disinfectant.							
2.	Clean mirrors, soap dispensers, paper towel dispensers, and all plumbing fixtures.							
3.	Damp wipe all partitions and ledges.							
4.	Damp wipe walls, light switches and doors, if needed. (check for finger marks, spots, soil build-up, graffiti, etc.)							
5.	Clean under basins, around toilets and urinals.							
6.	Empty and place a new liner bag in trash receptacles. Spot clean and sanitize containers.							
7.	Re-supply soap, toilet tissue, paper towels, personal seat covers, sanitary napkin liners, sanitary napkins, etc. ( <b>ONLY ANTI-BACTERIAL FOAMING SOAP WILL BE ACCEPTABLE</b> )							
8.	Wet mop floors using detergent/disinfectant.							

<b>DAILY SERVICE – OUTSIDE</b> Fort Myers Regional Library, Talking Books, Meeting Room/Events Office Area, and Library Administration		M	Tu	W	Th	F	Sa	Su
1.	Sweep and pick up trash at all building entrances, (i.e., main entrance, staff entrance, etc.) within a radius of twenty feet.							
2.	Sweep and pick up trash around the entire building and property.							
3.	Empty and place a new liner bag in trash receptacles around buildings. Spot clean.							
4.	Wash down steps and walks, as required; keeping them free of gum, tar, and other foreign matter. <i>Clean glass and building areas if required after washing due to over spray.</i>							
5.	Sweep cobwebs and dust from walls around all entrances and windows.							

6.	Shake and sweep down exterior floor mats if applicable.								
7.	Clean smoking sand urns, refill as needed.								
8.	Clean tables/chairs/benches in the outside areas, where applicable.								
9.	Clean dumpster area.								

**JANITORIAL DETAIL CLEANING TASK - WEEKLY CHECKLIST**

Facility		Fort Myers Regional Library				Date		,201	
<b>DAY PORTER DUTIES (as well as all duties assigned by FMRL Manager and/or FC)</b>		M	Tu	W	Th	F	Sa	Su	
1.	Clean toilets, urinals, sinks, counters, and baby changing stations with detergent/disinfectant.								
2.	Clean mirrors, soap dispensers, paper towel dispensers, and all plumbing fixtures.								
3.	Damp wipe all partitions, ledges, walls, light switches and doors.								
4.	Clean under basins, around toilets and urinals.								
5.	Empty and place a new liner bag in trash receptacles.								
6.	Re-supply soap, toilet tissue, paper towels, personal seat covers, sanitary napkin liners, sanitary napkins, etc. (ONLY ANTI-BACTERIAL FOAMING SOAP WILL BE ACCEPTABLE)								
7.	Sweep and mop floors as needed.								
8.	Empty and place a new liner bag in front entrance trash receptacles as needed								
9.	Sweep and pick up trash in vestibule entry and main lobby. Clean area glass if necessary.								

<b>WEEKLY TASKS</b> Fort Myers Regional Library, Talking Books, Meeting Room/Events Office Area, and Library Administration		<b>Completed</b>	<b>Date Completed</b>
1.	Clean all interior partition glass that can be reached.		
2.	High dust all public areas and staff areas.(above hand height) includes shelves, moldings, ledges, etc. (except bathrooms and bookshelves)		
3.	Dust vertical surfaces.		
4.	Dust venetian blinds and sun shades.		
5.			
6.	Dust mop and damp mop storage areas.		
7.	Dust all bookshelves and tops (shelf areas not covered by books) and window sills.		
8.	Dust and remove cobwebs from ceiling areas of standard height.		
9.	Spray buff all corridors, hallways, and lobbies if applicable.		
10.	Scrub all non-skid tile floor areas.		
11.	Vacuum and spot clean all public and staff area carpet and upholstery.		
12.	Brush, vacuum and/or spot clean all modular panels and upholstered furniture.		
13.	Clean (dirt/soil build-up) public area horizontal ledges, desks, tables, chairs, cabinets, equipment, etc. and study areas.		
14.	Take master recycling bin(s) to designated location for servicing and return once they are emptied.		



15.	Collect and dispose of trash from outside the buildings. This includes all planter areas, parking lot areas, and the lawn.		
16.	Clean wall ceramic tile in baths		
17.	Clean the exterior book drop screen and pick up debris near unit.		
18.	v/dust all book returns		
19.	partitions at 2 <sup>nd</sup> floor public computers		
20.	door handles		
21.	Clean/sweep staff stairwells		
22.	Wipe down/dust vestibule surfaces		
23.	Clean all indoor vinyl/plastic furniture		

**JANITORIAL DETAIL CLEANING TASK - SPECIAL PROJECTS CHECKLIST**

Facility	Fort Myers Regional Library, Talking Books, Meeting Room/Events Office Area, and Library Administration	Date	,201
<b>A. MONTHLY SERVICE</b>		<b>Completed</b>	<b>Date Completed</b>
1.	Vacuum air conditioning grills and returns. Damp wipe with all-purpose cleaner, if necessary. Do not remove grills.		
2.	Clean light covers (external only).		
3.	Dust and/or clean ceiling fans, if applicable.		
4.	Pressure wash steps, walks and patios and furniture as needed; keeping them free of gum, tar, and other foreign matter. <i>Clean glass and building areas if required after washing due to over spray.</i>		
5.	Clear areas of staff desks		
6.	Clean display alcove on first floor between displays at Ft. Myers Regional Library		
7.	Wipe down walls underneath public computers		

<b>B. QUARTERLY SERVICE</b> Fort Myers Regional Library, Talking Books, Meeting Room/Events Office Area, and Library Administration		<b>Completed</b>	<b>Date Completed</b>
1.	Wash venetian blinds (use all purpose cleaner or detergent), if applicable. Do not remove blinds from window.		
2.	Clean light fixtures and covers (interior) and all hanging pendant lighting. Remove cobwebs.		
3.	Clean awnings, if applicable.		
4.	Clean Carpet and Upholstery.		
5.	Clean book drops (interior/exterior, if applicable) and book drop carts.		
6.	Pressure wash exterior of building. <i>Clean glass and building areas if required after washing due to over spray.</i>		
7.	High Ceiling Cleaning – Dust/clean visible areas including fans, hanging light fixtures, beams, columns, ledges, and air conditioning vents & pipes. Remove dust, cobwebs, bugs, etc.		

8.	Clean low-level interior/exterior windows. (may be required to be done more often).		
9.	Clean mechanical Room, Electrical Room, Data Room (with the assistance of county personnel), if applicable.		
10	Wax vinyl floors if applicable with approved manufacturer’s guidelines.		
11.	2 <sup>nd</sup> floor real wood table top across from Genealogy. Oil / polish per instructions, TBD		

<b>C. SEMI ANNUAL SERVICE</b> Fort Myers Regional Library, Talking Books, Meeting Room/Events Office Area, and Library Administration		<b>Completed</b>	<b>Date Completed</b>
1.	Strip and wax all non marmoleum vinyl floors		
2.	Clean high glass interior/exterior—this may require a sub contractor as it is high and a lift may be needed.		

**JANITORIAL DETAIL CLEANING TASK – FOR CORNOG PLAZA**

Facility	Fort Myers Regional Library, Talking Books, Meeting Room/Events Office Area, and Library Administration	Date							,201
<b>DAILY TASKS</b>		M	Tu	W	Th	F	Sa	Su	
1.	Clean café exterior dining table/chair sets on café deck and sweep the deck								
2.	Empty desk recycling totes into large recycling bin.								
3.	Empty trash/recycling containers								
4.	Remove trash and provide general clean-up within fountain’s reservoir of water, on reservoir ledge, and on featured sculpture in fountain reservoir								
5.	Remove trash on plaza pavers, in grassy areas, planter areas, amphitheater seating, and parking areas								
6.	Remove fallen palm fronds and sweep or blow plaza outdoor steps (including amphitheater) if necessary								
<b>WEEKLY TASKS: CORNOG PLAZA</b>		<b>Completed</b>			<b>Date Completed</b>				
1.	Wipe down trash/recycling containers								
2.	Remove gum, tar, and other foreign matters on plaza pavers								
<b>MONTHLY TASKS: CORNOG PLAZA</b>		<b>Completed</b>			<b>Date Completed</b>				
1.	Empty decorative cigarette butt receptacles to ensure no overflow								
<b>QUARTERLY TASKS: CORNOG PLAZA</b>		<b>Completed</b>			<b>Date Completed</b>				
1.	Pressure clean areas as needed-clean overspray from glass								



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

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

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

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

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

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

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

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

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LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

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

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

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

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**Lee County Ordinance No. 08-26**  
**Local Bidder's Preference**

**AFFIDAVIT**  
**PRINCIPAL PLACE OF BUSINESS**

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

Company Name: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who has produced

(Print or Type Name)  
\_\_\_\_\_ as identification.  
(Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

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

AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS

SOLICITATION NO.: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_

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

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

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

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

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

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

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

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

Lee County Procurement Mgmt.  
1825 Hendry St 3<sup>rd</sup> Floor  
Ft. Myers, FL 33901
- \_\_\_\_\_ 18. The mailing envelope **MUST** be sealed and marked with:  
Solicitation Number  
Opening Date and/or Receiving Date
- \_\_\_\_\_ 19. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)

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