



PROJECT NO.: IW110235

OPEN DATE: May 12, 2011

AND TIME: 2:30 P.M.

PRE-BID DATE: April 27, 2011

AND TIME: 10:00 A.M.

LOCATION: PROCUREMENT MANAGEMENT
1825 HENDRY ST. 3RD FLOOR
FT. MYERS, FL. 33901

REQUEST FOR QUOTATIONS

TITLE:

COUNTY WIDE MOVING SERVICES

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

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.

LEE COUNTY, FLORIDA
 PROPOSAL QUOTE FORM
 COUNTY WIDE MOVING SERVICES

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: _____

PRICE SCHEDULE: PLEASE PROVIDE A PRICE FOR ALL ITEMS BELOW

DESCRIPTION	RATE	UNIT COST	ANNUAL USAGE	EXTENDED TOTAL
RATE FOR EACH INDIVIDUAL – required for move during normal working hours of 8:00 am and 5:00 pm	PER HOUR		400	
RATE FOR EACH INDIVIDUAL – required for move for other than normal working hours to include nights, weekends and holidays	PER HOUR		50	
RATE FOR EACH SUPERVISOR – required for move during normal work hours of 8:00 am and 5:00 pm	PER HOUR		200	
RATE FOR EACH SUPERVISOR – required for move other than normal working hours to include nights, weekends and holidays	PER HOUR		25	
RATE FOR EACH MOVING TRUCK	PER HOUR		225	
PACKING SERVICE – labor for packing and unpacking services during normal working hours of 8:00 am and 5:00 pm (per individual)	PER HOUR		25	
PACKING SERVICE – labor for packing and unpacking services for other than normal working hours to include nights, weekends and holidays (per individual)	PER HOUR		5	
GRAND TOTAL				

MOVING BOXES (OPTIONAL)				
Office Tote, approximately 24 x 15 x 12 Specify your size: _____	EACH		60	
Book Tote, approximately 16 x 12-3/4 x 12-3/4 (1.5 cube) Specify your size: _____	EACH		50	
Medium Tote, approximately 18 x 18 x 16 (3 cube) Specify your size: _____	EACH		50	
Disk Pack, approximately 18 x 18 x 28 (5.25 cube) Specify your size: _____	EACH		5	
TOTAL				

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: 4/16/10

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS FOR
COUNTY-WIDE MOVING SERVICES**

SCOPE OF SERVICES

This Request for Quotations is issued by Lee County, Florida ("County") to request sealed quotations from Vendors interested in providing contract moving services for Lee County Government, County-wide, for moving equipment, furniture and/or groups of entire offices.

SPECIFIC REQUIREMENTS

- a. The awarded vendor shall be responsible for the complete performance of all work under this contract, for the methods, means and equipment used in performing the move, and for all materials, tools, apparatus and property of every description used in connection therewith.
- b. The Vendor shall be responsible for the freestanding furniture, boxed personal belongings, electronic equipment, artwork and all other items when they are released by the County to the Vendor for performance under the contract.

TIME ON THE JOB

- a. Lee County will pay for travel time to and from our job site to the vendor's location/warehouse in lieu of a mobilization fee. The vendor will be responsible for providing a time stamp of the time the vendor leaves and arrives back at their location. A copy of the work order or bill of lading (with the time stamps) must accompany the invoice for the services. The travel time rate will be based on the number of personnel multiplied by the appropriate rate for that person.
- b. Chargeable time may include travel time from work site to work site, once work is underway, when the moving company is scheduled to essentially do County work for the day, but at several different sites.
- c. Lee County will not pay for lunch and/or break periods.

BUILDING WALK-THROUGH AND BUILDING PROTECTION

- a. The Vendor shall, upon request from the county, conduct, coordinate, and document a pre-move walk-through with the County's Representative to verify pre-existing conditions and damages of the building at no additional cost to the County.

- b. The Vendor shall protect all surfaces (walls, floors, elevators, etc.) from damage by providing adequate building protection as approved by the County at no additional cost. The County will approve the building protection as installed prior to any move activities. The Vendor shall maintain the building protection layers in place until directed by the County to remove the protection.
- c. The Vendor shall assist the County in developing packing, tagging, and numbering procedures and in the coordination for delivery of boxes, packing, and tagging at no additional cost to the County.
- d. All normal County moves requiring routine Vendor coordination and assistance shall be done at no additional cost to the County.

EXAMINATION OF SITE AND OTHER RELEVANT MATERIAL

- a. The Vendor may visit a site to fully acquaint and familiarize 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. If Vendor wishes to visit a site, he must first contact the County's Representative for that move, and coordinate a mutually agreeable date and time.
- 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.

SUPERVISION

Vendor shall provide competent supervision over and during the entire move. For example, a two-man move would require one regular moving person and a supervisor. Also, the supervisor for a job must have adequate experience for the size and complexity of move being supervised.

RESPONSE TIME

Vendor shall perform any move within five (5) calendar days after notification from the County to proceed with the move.

EXPERIENCE

The prospective awarded vendor should have a minimum of ten years of experience in the moving and storage business. Prior to award the vendor may be required to provide information supporting their claimed experiences including a minimum of five references from clients with comparable large and demanding moving requirements.

CONTACT PERSON

Vendor shall provide a contact person and telephone number for normal working hours. For emergency calls, nights, and weekends, the Vendor shall provide a contact person and a telephone number, or have a voice mail paging system service or an answering service.

ESTIMATES

Upon request from the County's Representative, an estimate of the cost of the move shall be provided in writing. Estimates for each move shall be returned no later than three (3) working days after site visit. Estimates shall be furnished at no additional cost to the County. It is understood that this is merely an estimate, and the actual cost of the move may be different. Estimates shall include but not be limited to the following:

1. Name of department or agency to be moved
2. Whether the move is during normal working hours or outside normal working hours (including nights, weekends or holidays)
3. Estimated number of labor hours itemized by category of worker and number of workers needed within each category
4. Hourly rate for each category from the Price Proposal Page
5. Estimated material cost itemized by type from the Price Proposal Page

COUNTY RESPONSIBILITIES

The County shall be responsible for packing and boxing all of the contents of desks, cabinets, lateral files, etc, which may have to be emptied for the move, except where specifically requested.

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.

Note: The one exception to the CPI increase will involve the fuel issue. Since we are living in economic times that require some flexibility Lee County will consider increases for fuel as a separate issue. The awarded vendor must let Purchasing know if the vendor will require increases in their costs due solely to rising fuel costs. Purchasing then will review this request for increase and notify vendor if this cost increase is acceptable.

LEE COUNTY RESERVES THE RIGHT

1. To separately quote the moving of modular furniture.
2. To separately quote large moving projects, at the County's sole discretion.
3. To acquire the services of other moving firms in the event of an emergency situation, natural disaster, etc.

INSURANCE REQUIREMENTS

The Vendor shall be required to provide a Certificate of Insurance for Service in this Request for Quotations, prior to the commencement of work under this agreement.

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.

COUNTY REPRESENTATIVE

The moving company will secure a proper signature upon arrival at the job site and upon completion of the job. Each move will be assigned a County Representative who will be authorized as proper signee. Each County Department utilizing this contract will be responsible for the supervision of their move. The start and end time will be required on the bill of lading, for the move.

PARKING OF VEHICLES

All parking issues are the **sole** responsibility of the vendor as Lee County Government does not have designated vendor parking areas.

Unless a large move is scheduled, the awarded vendor is advised to use the box or small vans in the downtown area, as this area is congested and parking is limited. The City of Fort Myers governs the street parking in the downtown area.

BOXES

Vendors shall provide the cost and size for each type of moving box as listed on the Proposal Price Form. If your firm has additional types of boxes available, list the sizes/prices on company letterhead and attach it to the quote package. Upon request, the Vendor will provide the required number of boxes needed for the move. The boxes are to be new and unused unless another agreement is made with the County's Representative. All boxes are to be delivered at no additional charge to our designated site. The cost of delivering the boxes must be factored into the unit cost for each.

STORAGE OF BOXES

Vendors shall provide storage space for the county's boxes at no cost to the county. The cost of storing the counties boxes must be factored into the unit cost for each.

PACKING SERVICES

Occasionally, it may be necessary for the vendor to provide personnel in advance of the move in order to assist County personnel with packing materials such as books, files, etc. The packing service rates quoted on the price proposal page will be used to pay for this service. Using this service is strictly at the discretion of the County Representative. No equipment or truck will be required or used for this service. Should equipment be necessary, then the rates for actual moving services will be used. This service is for strictly packing, stacking and/or labeling boxes, not for moving them.

DAMAGE TO COUNTY PROPERTY

Damage to County property directly caused by the moving company during the time they are on County property or as a result of said performance of this service shall be assumed by the company. A written report of same and cause of damage must be reviewed and approved by the County's Representative and Vendor's Supervisor within the same day the occurrence of damage takes place.

STOLEN OR LOST ITEMS

The Vendor will be responsible for all County property while it is in their possession. Should an item be lost, stolen, or misplaced, then the vendor will reimburse the County for the expense of replacing the missing item.

ELECTRONIC EQUIPMENT

Sensitive electronic equipment (i.e. Copiers, Personal Computers, etc.) may be moved by the vendor at the direction and discretion of the requesting department. The vendor will only be held responsible for physical damage to this type of equipment, not damage to the electronic or internal components.

- a. Copiers – Copiers will generally not be moved by the Vendor. Instead, the County will make other arrangements to have this equipment prepped and moved to the new location. Only upon request from the County’s Representative will the Vendor move a copy machine.
- b. Personal Computers, Printers, and other Peripherals – In general, the Vendor will be required to move this type of equipment. If requested to do so, the utmost care will be taken when moving this type of equipment. The Vendor will not be responsible for disconnecting or reconnecting computer equipment.

UNIFORMS

During the course of any move for Lee County, the employees of the vendor are required to wear their vendor supplied uniforms, with the name of the company on their shirt. It shall be a requirement of this quote, that the vendors supply a description of their uniforms, in the appropriate space on the proposal price page. Uniforms will include both shirt and trousers/shorts.

VENDOR PERSONNEL

If at all possible, the same personnel will be utilized for each move, so as to familiarize the movers with Lee County facilities and personnel.

BASIS OF AWARD

The contract for these services will be awarded to the overall low quoter (Grand Total) meeting all specification requirements. The estimated annual usage figures will be applied to the amounts bid in order to determine the actual low quoter. Vendors must quote on all items in order to be considered for award.

Lee County reserves the right to reject unbalanced quotes.

NOTE: All costs associated with providing this service (i.e., insurance, salaries, overhead, profit, truck rates, etc.) shall be included in the rates quoted on the Price Proposal Page.

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.

ESTIMATED ANNUAL EXPENDITURES

Lee County has expended an average of approximately \$17,400.00 annually over the last five years. The figures given below are for evaluation purposes only. No minimum amount is guaranteed or implied for any new contract that is awarded.

DESCRIPTION	ANNUAL USAGE
EACH INDIVIDUAL REQUIRED FOR MOVE DURING NORMAL WORKING HOURS OF 8:00 A.M. AND 5:00 P.M.	400 HOURS
EACH INDIVIDUAL REQUIRED FOR MOVE FOR OTHER THAN NORMAL WORKING HOURS TO INCLUDE NIGHTS, WEEKENDS AND HOLIDAYS.	50 HOURS
EACH SUPERVISOR REQUIRED FOR MOVE DURING NORMAL WORKING HOURS OF 8:00 A.M. AND 5:00 P.M.	200 HOURS
EACH SUPERVISOR REQUIRED FOR MOVE FOR OTHER THAN NORMAL WORKING HOURS TO INCLUDE NIGHTS, WEEKENDS AND HOLIDAYS.	25 HOURS
MOVING TRUCK	225 HOURS
PACKING SERVICE: LABOR FOR PACKING AND UNPACKING SERVICES DURING NORMAL WORKING HOURS OF 8:00 A.M. AND 5:00 P.M.	25 HOURS
PACKING SERVICE: LABOR FOR PACKING AND UNPACKING SERVICES FOR OTHER THAN NORMAL WORKING HOURS TO INCLUDE NIGHTS, WEEKENDS AND HOLIDAYS.	5 HOURS
MOVING BOXES	
Office Tote, approximately 24 x 15 x 12	60 EACH
Book Tote, approximately 16 x 12-3/4 x 12-3/4 (1.5 cube)	50 EACH
Medium Tote, approximately 18 x 18 x 16 (3 cube)	50 EACH
Dish Pack, approximately 18 x 18 x 28 (5.25 cube)	5 EACH

SUBCONTRACTING

The awarded vendor will not be allowed to subcontract, assign or transfer any portion of this work without first obtaining permission from the County's Representative.

Holidays

The following is a list of general holidays that are observed by Lee County. Holidays may vary as changes are made by Lee County:

New Years	-2 Days to Be Designated
Martin Luther King Day	-To Be Designated
Memorial Day	-To Be Designated
Fourth of July	-July 4
Labor Day	-1st Monday in Sept.
Veterans Day	-To Be Designated
Thanksgiving Day	-4th Thursday in Nov.
Friday after Thanksgiving Day	-4 th Friday in Nov.
Christmas	-2 Days to Be Designated

The County, due to the current economic downtrend, has proposed furloughing employees in order to keep annual budget costs down. Currently, the indications are that the following dates will be utilized for the furlough process: **April 22, 2011 and September 29, 2011**. Other dates may be forthcoming in the future if furloughing is to continue.

METHOD OF PAYMENT

The accepted price for the services will be paid to the Vendor after receipt of an invoice. The invoice must be accompanied by a manifest, signed by the County's Representative from the department requesting the move, and any other pertinent information (i.e. copies of work orders that were sent to the Vendor from Facilities Management, etc.) that the Vendor feels necessary. All invoices should be forwarded to the Lee County Finance Depart

INSURANCE REQUIREMENTS

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

Requirement #1:

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

Requirement #2:

Certificate holder shall be listed as follows:

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

Requirement #3:

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

1. **Minimum Insurance Requirements:** ***Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendor's interest or liabilities, but are merely minimums.***
 - a. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease limit per employee
 - b. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and/or completed

operations, independent contractors, contractual liability, and exposures with minimum limits of:

\$500,000 bodily injury per person (BI)
\$1,000,000 bodily injury per occurrence (BI)
\$500,000 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:

\$500,000 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

****The required limit of liability shown in Standard Contract: 1.a; 1.b; 1.c; 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."***

2. Verification of Coverage:

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

1. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy.***
2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Division of Procurement Management (P.O. BOX 398 Ft. Myers, FL 33902).

3. Special Requirements:

- a. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

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

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 3rd Floor
Ft. Myers, FL 33901

- ___ 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:
