To: All Bidders  
From: Tamrah Hill, Purchasing Coordinator  
Subject: Invitation to Bid: # 2010-01  
Bid Title: CUSTODIAL SERVICES

You are invited to submit a sealed bid subject to the terms, conditions, and specifications contained herein and are hereby made part of this invitation.

Sealed bids for ITB #2010-01 CUSTODIAL SERVICES for Florida Keys Community College Key West campus will be received at the Purchasing Office, Florida Keys Community College 5901 College Rd. Key West, FL 33040, no later than 2:00 pm Friday May 21, 2010. Bids will be opened publicly at that time in the board room.

Bids are to be received in sealed envelopes plainly marked, CUSTODIAL SERVICES ITB# 2010-01 and the bidder’s name. Anything written on the outside of the envelope will not be counted as part of the bid. Faxed responses and any bids received after the date and time specified will not be considered. To arrange a site visit please contact the Facility Director Bill Cole 305-809-3184 or email: William.cole@fkcc.edu

FKCC reserves the right to reject all proposals not deemed in the best interest of FKCC, or not in compliance with the specifications. FKCC reserves the right to wave any irregularities in said proposals.

Direct all inquiries regarding this bid to Tamrah Hill, Purchasing Coordinator, 305-809-3222, or by e-mail @ tamrah.hill@fkcc.edu

The nondiscrimination clause contained in Section 202, Executive Order 11243, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein. The above clause applies to all contractors.
INVITATION TO BID (ITB)
TERM CONTRACT
CONTRACTUAL SERVICES /COMMODITY PROPOSAL ACKNOWLEDGEMENT

POSTING OF BID TABULATIONS:
Bid tabulations with recommended awards will be posted for review by interested parties at the location where opened and will remain posted for a period of 72 hours. Failure to file a protest with 72 hours prescribed in s. 120.57(3), F.S., shall constitute waiver of proceedings under Chapter 120, F.S.

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<tr>
<th>BID NUMBER &amp; TITLE: # 2010-01 CUSTODIAL SERVICES</th>
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<td>BIDS WILL BE OPENED: Friday May 21, 2010 @ 2:00 PM EST and may not be withdrawn within 60 days after such date and time.</td>
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<th>PURCHASING COORDINATOR: Tamrah Hill</th>
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<td>BIDDER NAME:</td>
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<td>MAILING ADDRESS:</td>
<td>DELIVERY DATE WILL BE _______________ DAYS after receipt of Purchase Order.</td>
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<td>CASH DISCOUNT TERMS:</td>
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**VENDOR NUMBER**
It is imperative that the bidder furnish its Federal Employer ID Number (FEI) in the space provided below. Failure to do so will prevent the processing of Purchase Order to bidders doing business with the College for the first time.

FEI # ____________________________

**FILL IN 9-DIGIT NUMBER HERE**

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the invitation to bid, hereinafter referred to as ITB, including but not limited to certification requirements. In submitting a bid to an agency for the State of Florida, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the U.S. and the State of Florida for price fixing relating to the particular commodities purchased or acquired by the State of Florida. At the College's discretion, such assignment shall be made and become effective at the time of the College tender final payment to the bidder.

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<th>TITLE AND DATE:</th>
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<td>AUTHORIZED SIGNATURE</td>
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GENERAL CONDITIONS

1. Execution of Bid – Your bid must contain the signature of an authorized representative of your firm in the space provided on the last page of the quotation sheet.

2. Prices Quoted- Deduct trade and quantity discounts and quote firm net prices, F.O.B Florida Keys Community College, uncrated and installed, ready to use.
   a. Taxes- Federal Excise and Florida States Taxes are not applicable and must be included in you price. Exemption numbers will be show on the Purchase Order.
   b. Discounts- Bidders are urged to compute all discounts for prompt payment into the net price as mentioned above, with terms of payment to be net 30 days.

3. Special Conditions- Any conditions you may wish to make part of your bid should be submitted by separate letter with notes thereof on the quotation sheet in the space provided as “Exceptions”.

4. Mistakes – Bidders are expected to examine the specifications, delivery schedule and all other instructions pertaining to the equipment, supplies and/or services requested on this bid form; failure to do so will be at the bidder’s risk.

5. Conditions and Packaging- Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped as a result of this bid shall be new and in first class condition. All containers shall be new and suitable for storage or reshipment and that all prices quoted include standard commercial packaging customary in the industry.

6. Underwriters Laboratories- All manufactured items and fabricated assemblies of electrically operated equipment shall carry U.L approved or re- examination listing where such has been established for the type(s) of devices offered and furnished.

7. Samples- Samples of items, if required must be furnished free of expense and if not destroyed through testing will upon request be returned at the bidder’s expense. Request of the return of samples must be made with then (10) days after the bid opening date. Each sample must labeled with bidder’s name, bid number and item number.

8. Delivery- Delivery will be made as indicated on the cover sheet and will be expressed in Number of Days after Receipt of Purchase Order. Delivery time may take precedence over price in determining the best bid; therefore, the delivery dates must be as realistic as possible. Delivery hours to the College will be from 8:30 a.m. to 4:00 p.m., Monday through Friday.

9. Nonconformance to Specifications- items furnished as a result of this bid and delivered to the purchaser must meet or exceed the specifications indicated on the quotations sheet. Items not conforming to specifications may be rejected and returned at the vendor’s expense. Items not delivered in accordance to specifications and/or general conditions of this bid concerning quantity, quality, delivery schedules, etc., may be purchased on the open market and any increase in cost over the bid price shall be the basis of a claim against the successful bidder.

10. Awards- The District Board of Florida Keys Community College may, as the best interest of the institution dictate, waive any minor irregularity in bids received. The “Purchase Order”, when issued and furnished to the successful bidder, shall result in a binding contract without further action by either party.

11. Additional Quantities- Additional quantities may be ordered at prices quoted on this bid invitation within ninety (90) days from bid opening date unless the bid is qualified by the statement “Bid is For Specified Quantity Only”

12. Bid Opening- Bid opening shall be public, on the date and the time specified on the cover sheet. All bids received after that time shall be returned unopened.
13. Specifications In formation – If you require additional information, address your request to:

   Department of Purchasing

   Florida Keys Community College

   5901 college Road

   Key West, FL 33040

   Such Information must be requested prior to bid opening.

14. No Bid Response- The general conditions above are in addition to the instructions on the cover sheet. If you are not submitting a bid, please return the cover sheet marked: No Bid” and explain your reason for not bidding. If no response is received, we will assume you are not interested in future bidding.

15. Performance Standards- All work shall be performed by competent and skilled craftsmen. Labor crews shall be under the direct control of a single foreman designated at the beginning of the work and skilled in reading blueprints and coordination between office and job. Contractor shall review plans and specifications with the job foreman to insure complete understanding of the project.

16. Insurance, Compensation- The bidder shall obtain and maintain during the life of the contract, Workmen’s Compensation Insurance for all of his employees employed during installation at the site of the project. In case any work is sublet, the Contractor shall required the Subcontractor similarly to provide Workmen’s Compensation Insurance for all the latter’s employees unless such employees are covered by the protection afforded by the contractor. In case any class of employees engaged in hazardous work under this contract during installation at the site of the project is not protected under Workmen’s Compensation Statute, the Contractor shall provide and shall cause such Subcontractor to provide adequate coverage for the protection of his employees not otherwise protected.

17. Responsible of Contractor- Contractor shall be responsible for securing all necessary licenses and permits, and shall comply in all ways with state and local codes.

18. Conflict in Interest- the bid is subject to the provision of Chapter 112, Florida Statues. All bidders must disclose, with their bid, the name of any officer, director, or agent who is also employed by Florida Keys Community College.

   Further, all bidders must disclose the name of any employee or agent of the College who owns, directly or indirectly an interest of five percent (5%) more in the bidder’s firm or any of its branches.

19. Attorney’s Fees- In the event the bidder breaches this contract or the specifications and the College is required to take legal action to resolve the breech, or to recover any monies which may be due hereunder, then, and in those events, the bidder shall pay all costs for such legal action or collection, including a reasonable attorney’s fee.

20. Disqualification- the College reserves the right to disqualify bids, before or after opening, upon evidence that the Bidder is not qualified by experience, is not in a position to do the work specified in the time allotted, or upon evidence of collusion with intent to defraud, or other illegal practice.

21. Identical Tie Bids-Preference shall be given to business with drug-free work place programs. Whenever two or more bids which are equal with respect to price, quality, and services are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free work place program.
22. Minority-Owned Firms- To comply with the provisions of Section 287.0943, Florida Statues, each bidder shall check the appropriate designation(s) of your firm as indicated below:

Minority-Owned Firm: YES_________ NO_________

1. If yes, please check the appropriate space:
   ___ a. Black, no of Hispanic
   ___ b. Hispanic
   ___ c. Asian or Pacific Islander
   ___ d. American Indian or Alaskan Native
   ___ e. Woman
   ___ f. Physically or Mentally Disabled

2. If yes, are you currently certified by the Florida Department of General Services as a Minority Business Enterprise? YES _______ NO

23. Purchase by other State of Florida colleges, universities and state agencies, with the consent and agreement of the successful bidder(s) may be under this bid by other community colleges, state universities, district school boards and/or other state agencies within the State Board of Education Rule 6A-14.0734(2)(d). If the period of time is not defined within the solicitation, the prices, terms and conditions shall be firm for 120 days from date of award. Bidder(s) shall note below exceptions to the above paragraph, if any:

_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________

24. Bid Protest Procedures- Bid tabulations and the Bid Evaluation Committee’s recommendation of award will be available within ten (10) days of the bid opening from the Purchasing Dept., Admin. Building Rm. A130, 5901 College Rd, Key West, Florida. A written notice of protest must be filled with the Director of Purchasing within 72 hours (Saturdays, Sundays and Legal holidays excluded) of the posting of the bid tabulation and the protesting bidder shall file a formal written protest with ten (10) days after the filling of intent to protest. Failure to file protest within the time prescribed in s. 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

Protest on specifications contained in an invitation to bid or in a request for proposals, shall be filed in writing within 72 hours after the receipt of notice of the project plans and specifications in an invitation to bid or request for proposals, and the formal written protest, with 5% protest bond, shall be filed within ten (10) days after the date the notice of protest if filed. Failure to file protest within the time prescribed in s. 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter120, Florida Statutes.
DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, preference must be given to vendors submitting a certificate of a drug–free workplace. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS

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

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

(Name of Business)

Does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plead guilty of nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States of any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace though implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

__________________________________________________________________________  ______________________________________________________________________
Signature                                                                                     Date

Title Bid # 2009-010

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SCOPE OF WORK

Florida Keys Community College requests your bid for providing all labor and necessary support equipment for custodial services for the College campus in Key West, Florida.

The term of this agreement will be based on FKCC Fiscal Year, July 1 through June 30.

This agreement may be extended under the same terms and conditions for an additional one (1) year for a maximum of three (3) years by mutual agreement of both parties, in writing, prior to thirty (30) days notice.

DAILY CLEANING REQUIRES:

Classrooms, Offices, Meeting Rooms, and All Areas of the College:
1. Floors shall be vacuumed and/or mopped daily to maintain a clean appearance.
2. Spills and stains must be removed daily to the extent possible.
3. Furniture and doors shall be dusted and cleaned daily.
4. Glass shall be cleaned and kept free of smudges.
5. Elevator floor will be swept and damp mopped daily. Walls will be wiped daily and left in a shiny appearance.

Toilet Rooms:
1. Floors, partitions, counters, fixtures and walls shall be cleaned daily with an appropriate germicide.
2. All dispensers shall be monitored and filled daily as needed.
3. All glass, mirrors, fixtures, partitions, doors and counters shall be wiped down daily and left in a dry and shiny appearance.
4. Walls, ceilings, light fixtures and vents shall be kept clean.
5. Trash shall be emptied daily and debris put into proper dumpsters.

Halls, Corridors and Open Areas:
1. Floors shall be vacuumed or mopped daily to maintain a clean appearance. Spills and stains must be removed daily to the extent possible. High traffic areas at entrances shall be vacuumed daily.
2. Furniture shall be cleaned and dusted daily.
3. Doors, glass, and frames shall be cleaned and maintained daily to be free of stains and smudges to the extent possible.
4. Walls, ceilings, light fixtures and vents shall be kept clean.
5. Trash shall be emptied daily and debris put into proper dumpsters.
Entrances and Covered Outside Areas:
1. Glass, doors, and frames shall be cleaned and kept smudge and dust free.
2. Carpet walk-off mats shall be vacuumed daily.
3. Rubber or vinyl walk-off mats shall be cleaned daily.
4. Sidewalk and all other surfaces under roof must be appropriately washed, swept or otherwise cleaned daily.
5. Walls, ceilings light fixtures and vents shall be kept clean.
6. Trashcans and other debris in these areas shall be emptied daily and debris put into proper dumpsters.
7. Cigarette ash cans must be emptied and cleaned daily.
8. Furniture in the areas shall be cleaned daily.

Custodial Closets:
1. Custodial closets shall be kept in a clean and organized condition at all times.
2. Equipment in each custodial closet shall be kept in clean and sanitary condition according to best sanitary practices.

Cleaning Services To Be Requested:
1. Carpet cleaning shall be provided upon request. Scheduling for the work will be coordinated with the Director of Maintenance. The College will request an appropriate method of cleaning.
2. Tile floors shall be stripped, sealed and/or re-sealed (waxed) upon request. Scheduling for the requested work will be coordinated with the campus Custodial Supervisor. Products to be used on the floor shall be approved by the College in advance.
3. Products used to perform this work shall be submitted to the College for its approval prior to any work being started. The College shall have approval rights for any and all products submitted.
4. The College, prior to starting any floor work, must approve equipment used to perform this work.
5. Trained staff shall perform all work of this type and work shall be done according to manufacturer’s specifications.

Emergency Cleaning:
1. The Contractor shall make labor and equipment available for emergency work as requires. These requests may be the result of natural disaster, fire, vandalism or other cause.

Equipment:
1. The Contractor shall provide all equipment required to provide custodial services to the College as requested. Equipment shall be maintained and used according to the manufacturer’s guidelines.
2. The College shall have the right to require that equipment they deem unacceptable be replaced by the Contractor.

Chemicals:
1. The Contractor shall provide all cleaning chemicals.
2. A current MSDS sheet will be on file within the college maintenance department.

Toilet Facility Supplies:
1. The College will supply toilet paper, hand soap and hand towels for use in the toilet facilities and general use rooms.

Trash Bags:
1. All trash receptacles shall have a liner.
2. Liners shall be replaced daily.

Dumpsters and Trash Recycling:
1. The College will supply trash dumpsters for the campus.
2. The Contractor shall properly place trash and other debris into the proper dumpster.
3. The Contractor shall break down boxes and other debris to maximize the use of the dumpsters.
4. The Contractor shall be responsible for keeping the dumpster area in a clean organized condition at all times.

Contractor Qualifications Information Required:
1. Each Contractor shall submit documentation of qualifications that demonstrate their ability to satisfactorily perform the custodial services as required in the general scope of services.
2. Contractor must provide information indicating that they have been in the cleaning business for a minimum of three (3) years.
3. Contractor must provide a list of clients, to include contact name and phone number, that they have provided custodial services for in the last three (3) years for reference purposes.
4. A College committee will evaluate the properly submitted bids. All aspects of each bid will be considered.
5. Should additional information be required, the College will notify the Contractor. The Contractor will then respond in writing, or appear before the committee if requested.

Contractor Employees:
1. All Contractor employees shall come to work in clean appropriate attire and present a professional appearance. Shirts identifying each employee as Contractor personnel are required.
2. If an employee of the Contractor should be working while the College’s buildings are occupied they must conduct themselves in an acceptable and professional manner.

3. The College has the right to have the Contractor remove any employee it finds unacceptable.

4. No children or pets may accompany employees to assigned work sites.

Work Schedule:

Work will be performed according to the following: (Schedule is flexible)

- Monday, Wednesday, Friday 5:00pm to 11:00pm.
- Please Provide an hourly rate per worker should FKCC wish to increase the number of hours needed for custodial services.

Contractor Employee Training:

1. The Contractor shall provide every employee safety training as prescribed by all local, state, and federal requirements.
2. Each employee shall be thoroughly trained prior to starting to work at the College.
3. The Contractor shall supply all personal protective equipment as required by local, state and federal codes.

Contract Administration:

1. Payments for services received will be made on a monthly basis. After approval of the invoice submitted, it will be forwarded to FKCC Accounts Payable for payment.
2. The contract may be canceled with or without reason or cause by either party upon a written 60 day notice.
3. FKCC will perform periodic independent inspections. FKCC’s Director of Maintenance will also perform a monthly site evaluation with a designated supervisor of the Contractor at a mutually agreed upon time. The evaluation will include the major aspects of the cleaning being performed. Designated areas needing improvement and time frame for completion of the items shall be noted during the site evaluation. If an agreement cannot be reached about the quality of work being performed and completion times for the areas the College finds unacceptable, the College will have final authority over the findings.

COPIES OF YOUR BUSINESS LICENSE, WORKER’S COMP AND GENERAL LIABILITY INSURANCE MUST BE ATTACHED WITH THE BID PACKET.
# REFERENCES

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<th>FIRM OR ENTITY</th>
<th>CONTACT PERSON</th>
<th>ADDRESS/CITY, STATE &amp; ZIP CODE</th>
<th>DATE/TERM CONTRACT</th>
<th>TELEPHONE NUMBER</th>
<th>DATE OF LAST SERVICES PROVIDED</th>
<th>TYPE OF SERVICE(S)</th>
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BID PRICE SHEET

LOCATIONS
KEY WEST CAMPUS
FKCC
5901 COLLEGE RD.
KEY WEST, FL 33040
Florida Keys Community College

TOTAL BID PRICE:
$____________

ADDITIONAL HOURLY RATE:
$____________

PAYMENT DISCOUNTS
(If any)

EXCEPTIONS (If any, list here):

BIDS SUBMITTED BY:

________________________________________________________
FEDERAL TAX I.D. NUMBER

________________________________________________________
FIRM OR ENTITY NAME

________________________________________________________
ADDRESS

________________________________________________________
CITY, STATE & ZIP CODE

________________________________________________________
TELEPHONE

________________________________________________________
NUMBER/FAX NUMBER