

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20070169

1. ACTION REQUESTED/PURPOSE: Approve award of Formal Quotation No.: Q-070163 Landscape Maintenance for DOT Roadways – Bayshore/Pine Island, Bonita Beach Rd., Six Mile, Lee Blvd., Colonial Blvd. and Hancock Bridge Parkway for the Department of Transportation – Operations, to the low quoters per sections meeting specifications, Lt Management Group, Inc. and P & T Tractor Service Inc. at the prices listed on the attached Lee County Tabulation Sheet. The initial term of this quote is one-year; also request authority to renew this quote for four additional one-year periods, at the same terms and conditions, if in the best interest of Lee County; and to exercise the consumer price index adjustment as per the specifications. DOT estimates spending approximately \$220,000.00 annually for maintenance, mowing and replacement of trees. Also, request authority to add and delete, through negotiation, locations as determined by DOT and Purchasing on an as needed basis and expend the funds as necessary. In the event that the low quoter is unable to complete the project, request the Purchasing Director be given authority to act on behalf of the Board in the event of vendor non-compliance so that the Purchasing Director can proceed to the next low quoter(s).

2. FUNDING SOURCE: Transportation Trust Fund; Program – Transportation Operations, Landscape Maintenance.

3. WHAT ACTION ACCOMPLISHES: Provides DOT with two venders to do the maintenance, mowing and tree replacement on the roadways mentioned above.

4. MANAGEMENT RECOMMENDATION: Approve as stated.

| | | |
|--|---|---|
| 5. Departmental Category: <u>CAC</u> | | 6. Meeting Date: FEB 27 2007 |
| 7. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On | 8. Requirement/Purpose: (specify) | |
| | <input type="checkbox"/> Statute | |
| | <input type="checkbox"/> Ordinance | |
| | <input checked="" type="checkbox"/> Admin. Code | <u>AC-4-1</u> |
| | <input type="checkbox"/> Other | |
| | | 9. Request Initiated: Commissioner _____ Department <u>Transportation</u> Division <u>Operations</u> By: <u>Scott Gilbertson</u> |

10. Background: On January 16, 2007, the Division of Purchasing received sealed quotations for the landscape maintenance for DOT Roadways. On that date, five responses were received, of which one was a no-bid. The quotations have been thoroughly reviewed, and a recommendation is being made to award to Lt Management Group, Inc. and P & T Tractor Service Inc., as the low quoters meeting all specification requirements.

Funding is available: PC5410517500.503490.

Please see attachments:

- (1) Tabulation Sheet
- (2) Division Request to Quote
- (3) Specifications
- (4) Lt Management Group, Inc. Quotation
- (5) P & T Tractor Service, Inc. Quotation

11. Review for Scheduling:

| Department Director | Purchasing or Contracts | Human Resources | Other | County Attorney | Budget Services | | | | County Manager/P. W. Director |
|---------------------|--|-----------------|-------|-------------------------------------|--------------------------|-----------------------------|------------------------------|--------------------------------------|-------------------------------|
| | | | | | Analyst | Risk | Grants | Mgr. | |
| <u>2/7/07</u> | <u>Janet Sheehan</u> <u>2.1.07</u> <u>Scott Gilbertson</u> <u>K. Covarelli</u> <u>2/1/07</u> | | | <u>[Signature]</u> <u>2/7/07</u> | <u>RK</u> <u>2/13</u> | <u>WR</u> <u>2/13/07</u> | <u>REY</u> <u>2/13/07</u> | <u>[Signature]</u> <u>2/13/07</u> | <u>[Signature]</u> |

12. Commission Action:
 Approved
 Deferred
 Denied
 Other

RECEIVED BY
COUNTY ADMIN: [Signature]
2/12/07
5 pm
 COUNTY ADMIN
FORWARDED TO: [Signature]
2/14/07
1:30 pm

Rec. by CoAtty
 Date: 2/12/07
 Time: 1:15 pm
 Forwarded To:
2/12/07
4:45 pm

| FORMAL QUOTATION #Q-070163 | LEE COUNTY, FLORIDA TABULATION SHEET | | | | |
|--|---|-------------------------------|---------------------------|---------------------------------|--|
| OPENING DATE: January 16, 2007 | FOR | | | | |
| BUYER: Kathy Ciccarelli | LANDSCAPE MAINTENANCE FOR DOT ROADWAYS-BAYSHORE/PINE ISLAND, BONITA BEACH RD., SIX MILE, LEE BLVD., COLONIAL BLVD. AND HANCOCK BRIDGE PKWY. | | | | |
| VENDORS | LT MANAGEMENT GROUP, INC. | GREENWERX GROUNDSKEEPING INC. | P & T TRACTOR SERVICE INC | VILA - N - SON LANDSCAPING CORP | |
| Addenda Acknowledged | YES | YES | YES | YES | |
| SECTION 1: BAYSHORE/PINE ISLAND** | | | | | |
| LANDSCAPE MAINTENANCE: | | | | | |
| \$ PER MONTH TOTAL X 12 MONTHS | \$6,240.00 | \$8,568.00 | \$35,280.00 | \$6,761.76 | |
| MOWING: | | | | | |
| \$ PER MONTH TOTAL X 24 CYCLES | \$27,600.00 | \$27,216.00 | \$51,840.00 | \$57,076.56 | |
| MULCHING: | | | | | |
| \$ PER EVENT X 2 EVENT PER YEAR* | \$4,000.00 | \$31,000.00 | \$5,980.00 | \$22,691.62 | |
| TOTAL SECTION 1 | \$ 37,840.00 | \$ 66,784.00 | \$ 93,100.00 | \$ 86,529.94 | |
| SECTION 2: SIX MILE** | | | | | |
| LANDSCAPE MAINTENANCE: | | | | | |
| \$ PER MONTH TOTAL X 12 MONTHS | \$2,880.00 | \$4,032.00 | \$10,680.00 | \$11,125.68 | |
| MOWING: | | | | | |
| \$ PER MONTH TOTAL X 24 CYCLES | \$9,000.00 | \$6,048.00 | \$11,952.00 | \$11,754.24 | |
| MULCHING: | | | | | |
| \$ PER EVENT X 2 EVENT PER YEAR* | \$800.00 | \$49,400.00 | \$8,980.00 | \$32,151.44 | |
| TOTAL SECTION 2 | \$ 12,680.00 | \$ 59,480.00 | \$ 31,612.00 | \$ 55,031.36 | |
| SECTION 3: LEE BOULEVARD | | | | | |
| LANDSCAPE MAINTENANCE: | | | | | |
| \$ PER MONTH TOTAL X 12 MONTHS | \$12,000.00 | \$13,356.00 | \$23,712.00 | \$2,433.24 | |
| MOWING: | | | | | |
| \$ PER MONTH TOTAL X 24 CYCLES | \$72,000.00 | \$68,040.00 | \$45,360.00 | \$79,015.20 | |
| MULCHING: | | | | | |
| \$ PER EVENT X 2 EVENT PER YEAR* | \$5,600.00 | \$28,890.00 | \$7,760.00 | \$9,561.12 | |
| TOTAL SECTION 3 | \$ 89,600.00 | \$ 110,286.00 | \$ 76,832.00 | \$ 91,009.56 | |

ATTACHMENT 1

| VENDORS | LT MANAGEMENT GROUP, INC. | GREENWERX GROUNDSKEEPING INC. | P & T TRACTOR SERVICE INC | VILA - N- SON LANDSCAPING CORP | | |
|---|---------------------------|-------------------------------|---------------------------|--------------------------------|--|--|
| SECTION 4: COLONIAL BOULEVARD | | | | | | |
| MOWING: | | | | | | |
| \$ PER MONTH TOTAL X 24 CYCLES | \$182,400.00 | \$32,976.00 | \$23,640.00 | \$25,235.28 | | |
| TOTAL SECTION 4 | \$182,400.00 | \$32,976.00 | \$23,640.00 | \$25,235.28 | | |
| GRAND TOTAL (ALL SECTIONS) | \$ 322,520.00 | \$ 269,526.00 | \$ 225,184.00 | \$ 257,806.14 | | |
| OPTION A: BONITA BEACH ROAD** | | | | | | |
| LANDSCAPE MAINTENANCE: | | | | | | |
| \$ PER MONTH TOTAL X 12 MONTHS | \$8,100.00 | \$44,940.00 | \$21,600.00 | \$3,156.48 | | |
| MOWING: | | | | | | |
| \$ PER MONTH TOTAL X 24 CYCLES | \$26,400.00 | \$83,400.00 | \$23,640.00 | \$47,702.16 | | |
| MULCHING: | | | | | | |
| \$ PER EVENT X 2 EVENT PER YEAR* | \$4,400.00 | \$164,000.00 | \$11,000.00 | \$6,801.90 | | |
| TOTAL OPTION A | \$ 38,900.00 | \$ 292,340.00 | \$ 56,240.00 | \$ 57,660.54 | | |
| OPTION B: HANCOCK BRIDGE PARKWAY | | | | | | |
| LANDSCAPE MAINTENANCE: | | | | | | |
| \$ PER MONTH TOTAL X 12 MONTHS | \$5,760.00 | \$28,980.00 | \$15,000.00 | \$11,509.56 | | |
| MOWING: | | | | | | |
| \$ PER MONTH TOTAL X 24 CYCLES | \$20,160.00 | \$23,880.00 | \$18,840.00 | \$7,795.44 | | |
| MULCHING: | | | | | | |
| \$ PER EVENT X 2 EVENT PER YEAR* | \$2,000.00 | \$19,600.00 | \$13,800.00 | \$33,145.22 | | |
| TOTAL OPTION B | \$ 27,920.00 | \$ 72,460.00 | \$ 47,640.00 | \$ 52,450.22 | | |
| *Please refer to Routine Maintenance Item 5. Mulching, for intervals. | | | | | | |

| VENDORS | LT MANAGEMENT GROUP, INC. | GREENWERX GROUNDSKEEPING INC. | P & T TRACTOR SERVICE INC | VILA - N - SON LANDSCAPING CORP | | |
|--|----------------------------------|--------------------------------------|--------------------------------------|--|--|--|
| SUBMITTALS | | | | | | |
| Furnish Pesticide License | YES | YES | YES | YES | | |
| Emergency Phone Numbers | YES | YES | YES | YES | | |
| Work Schedule | YES | YES | YES | YES | | |
| National Safety Council Certification for Work Zone Safety Certification | YES | YES | YES | YES | | |
| Signed Immigration Certificate | YES | YES | YES | YES | | |
| To be started within calendar days | 5 | 10 | 7 | 30 | | |
| Local Vendor Preference | YES | YES | YES | YES | | |
| Modifications | NO | NO | NO | YES | | |
| Signed | YES | YES | YES | YES | | |
| Occupational License Number | 0200460 | 0300766 | 8903963 | 0200767 | | |
| Meets Specifications | YES | YES | YES | YES | | |
| **Note: Mowing is being awarded. However, utilization of the mowing portions of this contract may or may not be used at any time during the term of this contract at the County's sole discretion. | | | | | | |
| NO BIDS | | | | | | |
| Commercial Maintenance Services | | | | | | |
| | | | | | | |
| POSTING TIME/DATE | | | | | | |
| FROM: 1/24/07 11:39 AM | | | | | | |
| UNTIL: 1/29/07 4:00 PM | | | | | | |
| BY: H.C. | | | | | | |

ATTACHMENT 2

Ciccarelli, Kathryn L.

From: Sheehan, Janet K.
Sent: Friday, December 01, 2006 4:09 PM
To: Logan, Cindy S.; Benedict, Racquel M.; Ciccarelli, Kathryn L.
Cc: Buteau, Natalie; Franceschini, Robert D.
Subject: RE: B-02-26

Kathy,
Please make sure this stays on track and is ready to award when this comes off Contracts listing.

Thanks,
Janet

From: Logan, Cindy S.
Sent: Friday, December 01, 2006 8:23 AM
To: Benedict, Racquel M.
Cc: Sheehan, Janet K.; Buteau, Natalie
Subject: RE: B-02-26

Fine by me. I will take this annual bid off Contracts list and will look for the irrigation contract separately.

Thanks Racquel

Note to Natalie: Please remove from our annual list.

Cindy Logan
Contracts Manager
1500 Monroe St, 4th FL
Ft Myers FL 33901
239.335.2183
239.335.2335

From: Benedict, Racquel M.
Sent: Thursday, November 30, 2006 5:23 PM
To: Logan, Cindy S.
Cc: Simmons, Clay
Subject: B-02-26

Cindy,

Can we turn this old contract into a quote?

We want to take all of the irrigation maintenance out, and create an irrigation maintenance contract separately.

I am currently finishing up the specifications and with your approval I will forward the new spec's to Purchasing.

Thanks for the help.

Racquel Benedict
Landscape Supervisor, Arborist, FCHP

1/31/2007

DOT Operations
5560 Zip Drive
Ft. Myers, Fl. 33905
Phone (239)-694-3334
Fax (239) 694-3334
RBenedict@leegov.com



LEE COUNTY
SOUTHWEST FLORIDA

PROJECT NO.: Q-070163

OPEN DATE: JANUARY 16, 2007

AND TIME: 2:30 P.M.

PRE-BID DATE: JANUARY 3, 2007

AND TIME: 10:00 A.M.

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

REQUEST FOR QUOTATIONS

TITLE:

**LANDSCAPE MAINTENANCE FOR DOT
ROADWAYS – BAYSHORE/PINE ISLAND,
BONITA BEACH RD., SIX MILE, LEE BLVD.
COLONIAL BLVD. AND HANCOCK BRIDGE
PARKWAY**

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING

MAILING ADDRESS

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

PHYSICAL ADDRESS

1825 Hendry St 3rd Floor
FORT MYERS, FL 33901

BUYER: KATHY CICCARELLI
PURCHASING AGENT
PHONE NO.: (239) 344-5450

GENERAL CONDITIONS

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

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

1. SUBMISSION OF QUOTE:

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
 - 1. Marked with the words "Sealed Quote"
 - 2. Name of the firm submitting the quotation
 - 3. Title of the quotation
 - 4. Quotation number

- b. The Quotation shall be submitted in triplicate as follows:
 - 1. The original consisting of the Lee County quotes forms completed and signed.
 - 2. A copy of the original quote forms for the Purchasing Director.
 - 3. A second copy of the original quote forms for use by the requesting department.

- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
 - 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
 - 2. Warranties and guarantees against defective materials and workmanship.

- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and

marked as indicated above. The second, or alternate quote should be marked as "Alternate".

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

2. **ACCEPTANCE**

The materials and/or services delivered under the quote shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to

cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. **SUBSTITUTIONS**

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

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

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

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

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

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

6. **PRE-BID CONFERENCE**

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

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the quoter to

ensure that they are represented at the pre-bid. Only those quoters who attend the pre-bid conference will be allowed to quote on this project.

7. **BIDDERS LIST MAINTENANCE**

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

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

8. **LEE COUNTY PAYMENT PROCEDURES**

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

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

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

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

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

9. **LEE COUNTY BID PROTEST PROCEDURE**

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

Holidays) after receipt of a "Notice of Intended Decision" from the County with respect to the proposed award of the formal bid/quote/proposal.

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

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

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

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

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

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

The Formal Written Protest shall contain the following:

- County bid/quote/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.

- A concise statement of the facts alleged, and of the rules, regulations, statutes, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

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

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

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

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

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

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

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

10. **PUBLIC ENTITY CRIME**

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

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

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

the right to reject quotes where evidence submitted or investigation and evaluation indicates an inability of the quoter to perform.

12. **MATERIAL SAFETY DATA SHEETS**

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

13. **MISCELLANEOUS**

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

14. **WAIVER OF CLAIMS**

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

15. **AUTHORITY TO PIGGYBACK**

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

16. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

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

c) **Disadvantaged Business Enterprises**

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

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

d) **Anti-Discrimination**

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

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

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

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

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

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said

information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

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

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

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

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

17. **AUDITABLE RECORDS**

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

18. **DRUG FREE WORKPLACE**

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

19. **REQUIRED SUBMITTALS**

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

20. **TERMINATION**

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

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

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

21. **CONFIDENTIALITY**

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

22. **ANTI-LOBBYING CLAUSE**

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

23. **INSURANCE (AS APPLICABLE)**

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

**LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR
LANDSCAPE MAINTENANCE FOR DOT ROADWAYS-
Bayshore/Pine Island, Bonita Beach Road, Six Mile, Lee Boulevard
Colonial Boulevard and Hancock Bridge Parkway**

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:

SECTION 1: BAYSHORE/PINE ISLAND

LANDSCAPE MAINTENANCE:

\$ _____ PER MONTH TOTAL x 12 MONTHS = \$ _____ TOTAL

MOWING:

\$ _____ PER CYCLE TOTAL x 24 CYCLES = \$ _____ TOTAL

MULCHING:

\$ _____ PER EVENT x 2 EVENT PER YEAR* = \$ _____ TOTAL

SECTION 1: TOTAL \$ _____

*Please refer to Routine Maintenance Item 5. Mulching, for intervals.

SECTION 2: SIX MILE

LANDSCAPE MAINTENANCE:

\$ _____ PER MONTH TOTAL x 12 MONTHS = \$ _____ TOTAL

MOWING:

\$ _____ PER CYCLE TOTAL x 24 CYCLES = \$ _____ TOTAL

MULCHING:

\$ _____ PER EVENT x 2 EVENT PER YEAR* = \$ _____ TOTAL

SECTION 2: TOTAL \$ _____

*Please refer to Routine Maintenance Item 5. Mulching, for intervals.

SECTION 3: LEE BOULEVARD

LANDSCAPE MAINTENANCE:

\$ _____ PER MONTH TOTAL x 12 MONTHS = \$ _____ TOTAL

MOWING:

\$ _____ PER CYCLE TOTAL x 24 CYCLES = \$ _____ TOTAL

MULCHING:

\$ _____ PER EVENT x 2 EVENT PER YEAR* = \$ _____ TOTAL

SECTION 3: TOTAL \$ _____

*Please refer to Routine Maintenance Item 5. Mulching, for intervals.

SECTION 4: COLONIAL BOULEVARD

MOWING:

\$ _____ PER CYCLE TOTAL x 24 CYCLES = \$ _____ TOTAL

SECTION 4: TOTAL \$ _____

GRAND TOTAL(ALL SECTIONS) \$ _____

OPTION A: BONITA BEACH ROAD.

LANDSCAPE MAINTENANCE:

\$ _____ PER MONTH TOTAL x 12 MONTHS = \$ _____ TOTAL

MOWING:

\$ _____ PER CYCLE TOTAL x 24 CYCLES = \$ _____ TOTAL

MULCHING:

\$ _____ PER EVENT x 2 EVENT PER YEAR* = \$ _____ TOTAL

OPTION A: TOTAL \$ _____

*Please refer to Routine Maintenance Item 5. Mulching, for intervals.

OPTION B: HANCOCK BRIDGE PARKWAY

LANDSCAPE MAINTENANCE:

\$ _____ PER MONTH TOTAL x 12 MONTHS = \$ _____ TOTAL

MOWING:

\$ _____ PER CYCLE TOTAL x 24 CYCLES = \$ _____ TOTAL

MULCHING:

\$ _____ PER EVENT x 2 EVENT PER YEAR* = \$ _____ TOTAL

OPTION B: TOTAL \$ _____

SUBMITTALS

1. DID YOU FURNISH A COPY OF YOUR PESTICIDE LICENSE?

YES _____ NO _____

2. EMERGENCY PHONE NUMBERS

NAME OF EMPLOYEE _____

DAYTIME PHONE _____

AFTER HOURS PHONE _____

CELL PHONE _____

3. WORK SCHEDULE

DID YOU PROVIDE A 12 MONTH SCHEDULE?

YES _____ NO _____

4. NATIONAL SAFETY COUNCIL CERTIFICATION FOR WORK ZONE SAFETY

DID YOU PROVIDE A COPY OF YOUR CERTIFICATION?

YES _____ NO _____

Address:

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

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

Yes _____ No _____

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

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

Are there any modifications to the quote or specifications?

Yes _____ No _____

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

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

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S. # _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGERNO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: _____

REVISED: 1/24/2005

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS FOR
LANDSCAPE MAINTENANCE FOR DOT ROADWAYS-BAYSHORE / PINE
ISLAND ROAD; BONITA BEACH ROAD; SIX MILE; LEE BOULEVARD,
COLONIAL BOULEVARD AND HANCOCK BRIDGE PARKWAY**

SCOPE

The intent of this quote is to provide median and roadside maintenance and mowing for various sites throughout Lee County. Landscape maintenance work consisting of providing all labor, materials, equipment, permits, and incidentals necessary to perform the following:

BAYSHORE / PINE ISLAND ROAD

Bayshore/Pine Island Road Perimeter: Bayshore Road beginning at the west median at the intersection of Bayshore and Slater Road, west to median located in front of FDOT office just west of N Cleveland Avenue. There are approximately 775 trees. Landscaping only, at the bull noses of Indian Creek Drive (Riverbend) is maintained by LCDOT. Between Hart / New Post Road and Merchant Square at business 41 Trees planted in the ROW are both on the North and South sides of the road. From North Tamiami Trail to 3 islands west of Cleveland Ave trees in median. (Stops in front of FDOT building)

Mowing is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this quote.

Maintenance segment length - Approximately 4 Miles

BONITA BEACH ROAD

Bonita Beach Road Perimeter: Bonita Beach Road beginning at Harold Street (east of Swift oil change) west of I-75 to south of Forester Dr., immediately in front of the park (Bonita Beach Park).

- Note - This portion of the contract will be deleted during the period of construction and an additional one year maintenance period.
- This will also include additional trees after construction(approximately 190 trees and 9,500 shrubs and ground cover to be installed).

Mowing is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this quote.

Maintenance segment length – Approximately 3.5 Miles

BEN PRATT/SIX MILE CYPRESS

Ben Pratt/ Six Mile Cypress Perimeter:

Six Mile Cypress begins at the bull nose north of Daniels Road to the median south of the sports complex entrance.

Mowing is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this quote.

Maintenance segment length – Approximately .50 Miles

LEE BOULEVARD

Lee Boulevard Perimeter: Routine maintenance begins at the intersection at SR 82 east to median east of Homestead. All trees are in the median. This includes the median plantings at Archdale and Grandale along the frontage road across from Lehigh Regional Medical Center on the South side of road. This does not include the islands east of the light at Homestead to Williams Ave.

Mowing is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this quote.

Maintenance segment length – Approximately 7.0 Miles

COLONIAL BOULEVARD

Colonial Boulevard Perimeter: Routine maintenance begins at Colonial Boulevard and Midpoint Bridge West from the river, to the fence on the north side of bridge (near pond/fountain) and on the south side from river to the curb on San Marcos, not including utility structures and house located at 8392 San Marcos. The median located on San Marcos is included in the scope. The plantings are within the curb limits of bridge. From the foot of the bridge to US 41. Does not include plantings under the bridge.

Mowing is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this quote.

Mowing segment length – Approximately 1.0 Miles and 8 acres around the pond.

OPTION A: BONITA BEACH ROAD

Bonita Beach Road Perimeter: Bonita Beach Road beginning at Harold Street (east of Swift oil change) west of I-75 to south of Forester Dr., immediately in front of the park (Bonita Beach Park).

- Note - This portion of the contract will be deleted during the period of construction and an additional one year maintenance period.
- This will also include additional trees after construction. (approx. 225)

Mowing is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this quote.

Maintenance segment length – Approximately 3.5 Miles

OPTION B: HANCOCK BRIDGE PARKWAY

Hancock Bridge Parkway Perimeter: *This section will be under construction in the beginning of 2007 with additional trees and irrigation added.* Routine maintenance begins at Northeast 24th Avenue/Hunter Blvd. and extends East to US 41.

Mowing is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this quote.

Maintenance segment length – Approximately 1mile
Approximately 210 trees to be installed
Approximately 3,500 shrubs and ground cover

SITE CHANGES

Lee County may, at their sole discretion, add or delete sections at no change in the unit price of the work as long as the new sections are of a similar nature and the total change per contract area does not increase or decrease the original contract area by more than 25%.

Lee County may, at their sole discretion, add new areas of dissimilar nature or alter sites, based on a mutually agreed price, to be negotiated between the vendor and an authorized Lee County representative.

Lee County reserves the right to delete or cancel any site at the quoted price.

ASSIGNMENT OF THIS CONTRACT

The Contractor shall not assign, transfer or sub-contract any portion of this agreement unless prior permission is granted by County Representative.

EXAMINATION OF SITES

Lee County suggests that vendors visit the sites of this work and acquaint themselves with the conditions as they exist and the operations to be carried out under this quote. Vendors shall make such investigations as they may see fit so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work under this quote.

TERM OF QUOTE

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

BASIS OF AWARD

The basis of award for this quote will be low quoter per section or overall(Grand Total) meeting all specification requirements.

The awarded vendor understands that the County reserves the right to adjust the number of cycles or terminate this agreement at any time as best serves the needs of Lee County.

Lee County reserves the right, at the County's discretion, to award to either one single vendor or to multiple vendors.

Lee County reserves the right, at the County's discretion, not to award certain items listed on the Price Proposal Form.

Lee County reserves the right to reject unbalanced quotes (a quote where a normally low cost item is priced well out of the normal range).

If a segment of this quote should begin maintenance at any other time than the beginning of a monthly cycle, the first invoice for maintenance of that segment shall be paid on a pro-rated basis.

WORKMANSHIP AND INSPECTION

The supervision of the performance of this quote is vested wholly with Lee County DOT. Lee County DOT will decide any and all questions, which may arise as to the quality and acceptability of equipment, materials used, work performed, and the manner of performance and rate of progress of the work.

All work that does not meet the specifications must be corrected before Lee County DOT will give approval for payment. Lee County has the right to deny a monthly payment for work not completed for that period of time.

CONSUMER PRICE INDEX ADJUSTMENT

The contract price quoted for this service will be increased annually on the first of October. This increase will 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.

TOLLS

Lee County will not pay for or reimburse awarded vendors for any bridge tolls.

SUBMITTALS

The following shall be submitted along with your bid response:

- Pesticide License
- Emergency Phone numbers
- Work Schedule
- National Safety Council Certification for Work Zone Safety

1. PESTICIDE LICENSE

The Contractor shall submit a valid Commercial Restricted Pesticide License with the ROW category. The license shall remain valid throughout the entire contract period. Always use chemicals and equipment in accordance with the manufacture label and recommendations. Submit MSDS sheets and sample labels for all chemicals to Lee County DOT Operations, for approval, prior to application. Report immediately to the County's representative any damage caused by the use of equipment or application of chemicals, then repair or replace all damage. Apply chemicals in such a manner, that the public will not be in contact with nor have any real or imagined harm done to them by application.

2. EMERGENCY PHONE NUMBERS

Provide to the County Representative a list of emergency phone numbers. 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, of this product or service in the event of major breakdowns or natural disasters.

3. WORK SCHEDULE

Provide to the County's representative a complete twelve (12) month schedule that includes all work to be done such as; pruning, watering, litter removal,

herbicide, mulching, mowing, edging and if applicable irrigation checks and operation. Contact the County's representative and confirm the monthly work schedule. Contact the County Representative within 24 hours of schedule change.

4. NATIONAL SAFETY COUNCIL CERTIFICATION FOR WORK ZONE SAFETY

Contractor shall have at least one (1) person on site at all times who has attended a National Safety Council Course on Work Zone Safety and is certified, individual must be able to show proof of certification upon request. Certification shall be submitted to the County Representative. Certification shall remain valid throughout the contract period.

SUPERVISION AND SAFETY

- A. Prior to the repair of planting areas and replacement of plants, ascertain the location of all drains, electrical cable, conduits, utility lines, supply lines and other subsurface structures (**Sunshine Locating Service 1-800-432-4770**), so that proper advance owner notification may be made and precautions may be taken not to disturb or damage any of these elements or improvements. Properly maintain and protect existing utilities. Repair all items damaged by this work at no additional expense to Lee County.
- B. Provide the maintenance services in a professional manner. During all maintenance work hours, provide a qualified and competent, English speaking person on site who is authorized to supervise the maintenance operations and to represent and act for the Contractor.
- C. The contractor shall videotape in color, the entire site prior to commencement of maintenance contract. Care must be taken to ensure that the site is adequately documented i.e. utility boxes, curb, signs, and condition of existing sod and plants, including any damage such as weed eater blight. This videotape will be used to resolve any disputes. In the event that the site is not properly documented and could have reasonably been done and an issue arises, it will be assumed the contractors responsibility and shall be repaired at no cost to the County. Two copies shall be made, one for the contractor's file and the other to the County representative. Videotapes shall be in the format that may be reviewed in any standard VHS video or DVD recorder without adaptation.
- D. All vehicles and trailers shall have the contractor's name and business phone number clearly displayed during work hours.
- E. Contractors' personnel shall wear appropriate apparel including high visibility safety vest.
- F. It shall be the Contractor's responsibility to maintain safe and efficient pedestrian and vehicular traffic flow through the designated work zone area. The Contractor

shall adhere to the applicable federal, state, and local laws, ordinances and regulations. The Contractor shall maintain proper work zones in accordance with the State of Florida, Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Construction and Utility Operations and the Manual on Uniform Traffic Control Devices (M.U.T.C.D.)

- G. The Contractor shall fully adhere to the Federal Occupational Safety and Health Act (OSHA)
- H. Lee County DOT requires that mowing equipment have warning lights or a strobe light installed and operation while in operation. Warning signs that read "Mowers Ahead" and meeting the MUTCD specifications be placed in the right-of-way facing each lane of traffic in both directions. Signage shall be placed at the beginning and ending limits of the project.

REPORTING, INSPECTION AND CHECKLIST

- A. The Contractor shall complete the Checklist provided by the County Representative, upon each site visit. Lists shall be completed accurately and thoroughly, signed and dated and faxed (239-694-3332) to the County Representative within forty-eight (48) hours of each and every site visit. If this report is not received in a timely fashion verifying the completed work, the following month's payment shall be withheld. Post dating reports and submitting multiple inspections at one time will not be accepted.
- B. On site inspections will be conducted at the request of the County Representative and scheduled within five (5) working days of request.
- C. The Contractor shall meet with the County Representative on a set monthly schedule to discuss and remedy any field questions and or associated problems.

MAJOR BREAKDOWNS/EMERGENCY SERVICES

Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

CONTRACT

A purchase order will serve as the contract.

INITIAL SITE VISIT

Before the contractor begins any work, the contractor, a county representative, and the Landscape Supervisor shall meet on site to clearly define the limits of landscape, maintenance responsibilities and expectations, and to discuss any relevant landscaping issues.

LANDSCAPE MAINTENANCE MATERIALS

- A. General: Maintenance materials shall meet or exceed the original quality of the site as documented on the Contractor's generated VHS videotape or DVD of the project. Submittals of samples and labels are required prior to use.
- B. Water: Use water free from elements toxic to plant or animal life. Obtain water from approved sources. Do not use County retention ponds as water source.
- C. Replacement Plants: Conform to the type, species and Florida # 1 Grades and Standards and size to match existing plants. Replacement plants that are smaller or otherwise differ from the existing plants must have the prior approval of the County's representative.
- D. Mulch: Mulch shall be the same type and quality on site unless otherwise directed by County Representative.
- E. Herbicide: Use herbicides; post-emergent and pre-emergent, selective or nonselective, contact or systemic, recommended for the control of the type of weeds encountered. Herbicides shall be EPA approved.

LANDSCAPE MAINTENANCE

Maintain all sod and plantings in a healthy, vigorous and attractive condition. Plant materials shall maintain a Florida #1 quality grade throughout the contract period. Landscape maintenance work consisting of providing all labor, materials, equipment, permits, and incidentals necessary to perform the following:

A. MOWING

1. Mowing:

Mow all sod areas at a height of three to four inches (3"-4") with a rotary mower. Mowing consists of twenty-one (21) cycles: biweekly in the peak growing months of March through November and at a 3-4 week frequency in the months of December through February, as needed to maintain an attractive, even sodded area. Please refrain from mowing sod clippings into the tree rings where possible. Avoid damage to the tree rings as most contain funny tubing and bubblers. Mowing wet grass or operating with dull blades shall be avoided. The County reserves the right to add or eliminate a cycle. The county shall contact the Contractor a minimum of one (1) week ahead of scheduled cycle for cancellation. If the Contractor feels that an extra mowing is warranted please notify the Landscape Supervisor immediately. Any extra mowing charges submitted without prior approval will be denied.

2. Mowing and Edging Clean-up:

Roadway, curb and gutter, sidewalk and bike paths shall be blown free of clippings in conjunction with mowing and edging events. Do not leave large clumps of grass clippings in the street.

3. Litter Pick-up and Debris Removal (Mowed Areas):

Clean-up all litter in sod areas (if applicable), and tree rings within the projects limits during each site visit. Litter and debris shall be removed prior to mowing and any debris thrown or dragged to adjacent property or roadways by mowing operations shall be cleaned-up. Litter and debris shall be removed, and disposed of at a County approved disposal site. No litter shall be left on site after the Contractor departs the site and there will be no additional cost to Lee County for litter and debris disposal.

Litter and Debris is defined as foreign items within the limits of the project such as but not limited to paper, plastic, aluminum, metal, glass, and tires. If an illegal dump is located which is defined as: centralized piles of debris, construction materials or large items such as mattress, or household appliances as has occurred within the limits of the project, the contractor is to contact the County's representative at (239) 694-3334 and report the event, will not be responsibility of the Contractor for the cleanup.

4. Edging (Mowed Areas):

Edge bi-weekly adjacent to all walks, buildings, and trees within the limits of the project. Curbing shall be edged on an every other cycle interval. Edging shall be performed with rigid blade edging equipment or manual hand edger leaving a clean straight edge no more than 1" back from curbs, walks, buildings, tree rings, or bed areas. Weedeaters shall not be used for trimming or edging purposes particularly around the trees.

B. ROUTINE MAINTENANCE

1. Weeding

Landscaped beds and mulched areas within the ROW shall be weed-free. Remove weeds and grasses from around and near all sign posts, utility poles, guy wires, benches, fence lines, guardrails, or any other obstructions within the limits of the project. When mowing of sod falls within scope of service, all curbing, bullnoses and gutter are to be weed-free. When sod maintenance is not included, curbing, guttering, and bullnoses that is contiguous with the mulched areas. Weeding may be done mechanically with weedeaters or by hand-pulling or chemically with non-selective herbicides. Weeds in mulched areas that obtain a height of six inches (6") shall be hand-pulled and disposed of offsite.

2. Weed Control:

Apply preventive weed control in the late fall, early spring, and as necessary using chemical means to prevent weeds and undesirable grasses. Apply spot treatments as necessary to control localized weed problems throughout the twelve - (12) month maintenance period. If there is a transition zone (see detail sheet) it must be maintained to no more than six inches (6") by the Contractor with the use of chemical herbicides.

3. Litter Pick-up and Debris Removal (Planted Areas):

Clean-up all litter in tree rings and bed areas within the projects limits during each site visit. Litter and debris shall be removed, and disposed of at a County approved disposal site. No litter shall be left on site after the Contractor departs the site and there will be no additional cost to Lee County for litter and debris disposal.

Litter and Debris is defined as foreign items within the limits of the project such as but not limited to paper, plastic, aluminum, metal, glass, tires and small tree branches. If an illegal dump which is defined as: centralized piles of debris, construction materials or large items such as mattress, or household appliances, has occurred within the limits of the project, the contractor is to contact the County's representative at (239) 694-3334 and report the event, and will not be responsibility of the Contractor for the cleanup.

4. Edging (Planted beds and edges along mowed areas):

Edging will be performed bi-weekly adjacent to all walks, buildings, and around all plant beds and trees within the limits of the project. Curbing shall be edged on an every other cycle interval. Edging shall be performed with rigid blade edging equipment or manual hand edger, leaving a clean straight edge no more than 1" back from curbs, walks, buildings, tree rings, or bed areas. Weed eaters shall not be used for trimming or edging purposes.

5. Mulching:

Tree rings and bed areas shall be repaired and restored when disturbed by the mowing function or by irrigation washouts, at no additional cost to the County.

Pine Bark: The entire site shall be mulched within the first two months upon the award of a new contract. If the contract is initiated prior to August of the calendar year, the contractor shall be responsible for re-mulching the site in February and October. Generally, the site shall be mulched twice per year; every October and April. Depending on site conditions at the time of initiating the contract, the Landscape Supervisor may omit or add mulching intervals as deemed necessary.

Mulch shall be applied to obtain the settled depth of three inches (3"). Mulch shall not be within 6" of the trunk of the tree. Additional mulch shall be applied when deteriorated, at no additional cost to the county. All irrigation hydrants shall be visible (exposed) above the finished grade of the mulch.

Pine Straw: The entire site shall be mulched within the first two months upon the award of a new contract. If the contract is initiated prior to August of the calendar year, the contractor shall be responsible for re-mulching the site in February. The site shall routinely be mulched twice per year; every February and October.

Mulch shall be applied to obtain the settled depth of three inches (3"). Mulch shall not be within 6" from the trunk of the tree. Additional mulch shall be applied when deteriorated, at no additional cost to the county. All irrigation hydrants shall be visible (exposed) above the finished grade of the mulch.

6. Ant Control:

Treat mounds as they appear. All inactive mounds shall be leveled to match existing grade.

7. Pruning:

Groundcovers and shrubs shall be pruned to maintain a neat and aesthetically pleasing appearance. In areas where plants have the potential to interfere with the driver's line of sight plants shall be maintained to meet the requirements of FDOT Standards. All sucker growth shall be removed during each visit. Do not apply Round-up onto sucker growth, this must be mechanically removed. County will be responsible for all structural tree pruning.

8. Tree staking and tree ring maintenance:

Restore tree rings as needed, tighten and repair staking, reset trees, shrubs and palms to the proper grade or vertical position as needed and as specified herein. If the mowers damage the tree staking supports it shall be the contractor's responsibility to make the necessary repairs at the contractors cost. Staking shall be removed at the discretion of the County Representative.

9. Fertilizing:

Fertilizing shall be the responsibility of Lee County.

10. Disease and Insect Control:

Disease and Insect control (on plants) shall be the responsibility of Lee County.

CHECKLIST

- A. Complete checklist provided by the County as described. Reports shall be faxed to the County Representative office within forty-eight (48) hours after each site visit.

GUARANTEE AND REPLACEMENT

- A. When inspected landscape work does not comply with these DOT requirements, the rejected work will be replaced within 7 calendar days or as directed by County representative. The County reserves the right to withhold and/or deny payment for work not being performed as scheduled and as specified in this agreement.
- B. If at anytime trees, palms, ground-covers, shrubs, or sod is damaged or destroyed due to Contractors negligence or failure to adhere to the requirements of this agreement, it will be the Contractors responsibility to replace and restore the site to the condition shown on the video tape. All replacements landscape material shall be of the same

species and Florida Grades and Standard # 1 quality. Approved replacements shall be furnished and planted as specified at no additional cost to the County.

INVOICE

All vendors are requested to mail one original invoice and one invoice copy to: Lee County Finance Department, P. O. Box 2238, Fort Myers, FL, 33902-2238. In addition, one original invoice shall be sent to:, Lee County DOT, 5560 Zip Drive, Fort Myers, Florida, 3390 Attn: Landscape Supervisor

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.

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.**

LOCAL BIDDER'S PREFERENCE

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

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

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

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

ATTACHMENT A

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

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

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

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

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

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

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

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

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

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

Yes _____ No _____

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

VENDOR QUALIFICATIONS

To qualify for consideration for selection as a qualified vendor, a vendor must meet certain designated minimum experience and qualifications. These minimum qualifications are outlined in the following sections. A vendor must also demonstrate that he/she is financially qualified.

NOTE: IN ORDER TO QUALIFY AS A QUALIFIED VENDOR A "PASS" MUST BE OBTAINED FOR ALL OF THE EVALUATION CRITERIA – SEE THE "EVALUATION SHEETS FOR REQUEST FOR QUALIFICATIONS"

- I. Experience
- II. References
- III. Equipment
- IV. Financial Qualifications

REQUIRED SUBMITTALS FOR THIS RFQ ARE AS FOLLOWS:

I. EXPERIENCE

A. Companies submitting this quote shall have demonstrable, professional experience and background in median and roadside maintenance and mowing. Please tell us about your company and the qualifications of your personnel. Please include any and all certifications.

Please explain how your company complies with this requirement.

B. How many employees would you have available to dedicate to this job?

Please explain how your company complies with this requirement.

II. REFERENCES

A. All companies submitting a quote shall provide a minimum of three (3) references listing customer names, addresses, telephone numbers, and contact person, for whom commercial median and roadside maintenance and mowing has been done and the total cost of the job was \$25,000.00 or above.

Please explain how your company complies with this requirement.

B. Have you worked with Lee County before? Please tell us for which department and your contact?

Please explain how your company complies with this requirement.

III. EQUIPMENT

EQUIPMENT OWNED: Please list the type of equipment that is owned by your company and would be used for this job. Please remember that Lee County has the right to inspect all equipment that will be used for the job.

Please explain how your company complies with this requirement.

IV. FINANCIAL QUALIFICATIONS

INSURANCE REQUIREMENTS

NOTE: Your certificate of insurance must meet the following requirements

Your Certificate of Insurance must meet the following requirements:

Requirement #1: The Lee County Board of County Commissioners shall be added as an additional insured on the comprehensive general liability policy.

Requirement #2: Certificate holder shall be listed as follows:

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

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 Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

3. Special Requirements:

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

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

**EVALUATION SHEETS FOR
REQUEST FOR QUALIFICATIONS**

Project Name: LANDSCAPE MAINTENANCE FOR DOT ROADWAYS-
BAYSHORE/PINE ISLAND, BONITA BEACH RD., SIX MILE, LEE BLVD.,
COLONIAL BLVD. AND HANCOCK BRIDGE PARKWAY

Quotation No.: Q-070163

Committee Evaluation Date/Time: _____

Company Evaluated: _____

I. EXPERIENCE

Companies submitting this quote shall have demonstrable, professional experience and background in median and roadside maintenance and mowing. Please tell us about your company and the qualifications of your personnel. Was the narrative describing this provided and are the qualifications acceptable?

_____ PASS _____ FAIL

Are there enough employees available to complete the maintenance and mowing in a timely manor?

_____ PASS _____ FAIL

Did they list all of their certifications?

_____ PASS _____ FAIL

II. REFERENCES

A. Were a minimum of three references given for commercial jobs of \$25,000.00 or above?

_____ PASS _____ FAIL

B. Have they worked with Lee County before?

_____ PASS _____ FAIL

III. EQUIPMENT

A. Did they list they type of equipment they own?

_____ PASS _____ FAIL

C. Do they have sufficient equipment to perform the job in an efficient manor?

_____ PASS _____ FAIL

IV. FINANCIAL QUALIFICATIONS

Were current Certificates of Insurance or letter from insurance company evidencing the Vendor's ability to obtain insurance provided and acceptable?

_____ PASS _____ FAIL

REFERENCE CHECK FORM

Project Name: LANDSCAPE MAINTENANCE FOR DOT ROADWAYS - BAYSHORE/PINE ISLAND, BONITA BEACH RD., SIX MILE, LEE BLVD., COLONIAL BLVD. AND HANCOCK BRIDGE PARKWAY

Quotation No.: Q-070163

Company Name Being Evaluated: _____

1. Has this company provided roadside maintenance and mowing similar to that being quoted to Lee County to your firm/entity?

Yes _____ No _____

2. Did they have sufficient help to complete the job in a timely manor?

Yes _____ No _____

3. Did they have the proper equipment to complete the job?

Yes _____ No _____

4. Would you recommend employment of this company?

Yes _____ No _____

If no, please explain: _____

OVERALL COMMENTS: _____

REFERENCE CALLED: _____

NAME: _____

DATE: _____ TIME: _____

CHECKER'S SIGNATURE: _____

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your bid proposal.
Please check off each of the following items as the necessary action is completed:

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

| | | |
|--------------------------|----|--------------------------------------|
| MAILING ADDRESS | or | PHYSICAL ADDRESS |
| Lee County Purchasing | | Lee County Purchasing |
| P.O. Box 398 | | 1825 Hendry St 3 rd Floor |
| Ft. Myers, FL 33902-0398 | | 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:



FORMAL QUOTE NO.: Q-070163

CONTRACTOR _____

CONTRACT # _____

LANDSCAPE MAINTENANCE REPORT

| Number Employees | Date | Location | Time |
|------------------|------|----------|------------------------------|
| | | | Arrive _____ Depart _____ |

WEED CONTROL

| | Mechanical | Chemical | Name | Rate/Gallons | Quantity |
|---------------|------------|----------|------|--------------|----------|
| Bed Area | | | | | |
| Tree Ring | | | | | |
| Curb/Pavement | | | | | |
| Premergent | | | | | |

LITTER/MOWING/PRUNING

| Litter Pickup Y/N | Quantity | Mow Start Date | Mow Complete Date | Edging Y/N | Sucker Pruning Y/N |
|----------------------|----------|-------------------|----------------------|---------------|-----------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Oversize Debris: Y ___ N ___ Location: _____

GENERAL PLANT & ENVIRONMENTAL CONDITIONS (REPORT ALL DAMAGE)

ADDITIONAL COMMENTS/SUGGESTIONS

NAME: _____ SIGNATURE _____ PRINT NAME _____

DATE: _____

H:\Landscape Specifications\ROW Maintenance Specifications ReplaceB-02-26.doc

ATTACHMENT 4

**LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR
LANDSCAPE MAINTENANCE FOR DOT ROADWAYS-
Bayshore/Pine Island, Bonita Beach Road, Six Mile, Lee Boulevard
Colonial Boulevard and Hancock Bridge Parkway**

DATE SUBMITTED: January 16, 2007

VENDOR NAME: LT Management Group, Inc.

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:


SECTION 1: BAYSHORE/PINE ISLAND

LANDSCAPE MAINTENANCE:

\$ 520.00 PER MONTH TOTAL x 12 MONTHS = \$ 6240.00 TOTAL ✓

MOWING:

\$ 1150.00 PER CYCLE TOTAL x 24 CYCLES = \$ 27,600.00 TOTAL ✓

MULCHING:

\$ 2000.00 PER EVENT x 2 EVENT PER YEAR* = \$ 4000.00 TOTAL

SECTION 1: TOTAL \$ 37,840.00 ✓

*Please refer to Routine Maintenance Item 5. Mulching, for intervals.

SECTION 2: SIX MILE

LANDSCAPE MAINTENANCE:

\$ 240.00 PER MONTH TOTAL x 12 MONTHS = \$ 2880.00 TOTAL ✓

MOWING:

\$ 375.00 PER CYCLE TOTAL x 24 CYCLES = \$ 9000.00 TOTAL ✓

MULCHING:

\$ 400.00 PER EVENT x 2 EVENT PER YEAR* = \$ 800.00 TOTAL ✓

SECTION 2: TOTAL \$ 12,680.00

*Please refer to Routine Maintenance Item 5. Mulching, for intervals.

SECTION 3: LEE BOULEVARD

LANDSCAPE MAINTENANCE:

\$ 1000.00 PER MONTH TOTAL x 12 MONTHS = \$ 12,000.00 TOTAL ✓

MOWING:

\$ 3000.00 PER CYCLE TOTAL x 24 CYCLES = \$ 72,000.00 TOTAL ✓

MULCHING:

\$ 2800.00 PER EVENT x 2 EVENT PER YEAR* = \$ 5600.00 TOTAL ✓

SECTION 3: TOTAL \$ 89,600.00

*Please refer to Routine Maintenance Item 5. Mulching, for intervals.

SECTION 4: COLONIAL BOULEVARD

MOWING:

\$ 7600.00 PER CYCLE TOTAL x 24 CYCLES = ~~\$ 18,240.00~~ ^{K.C. 1-16-07} TOTAL 182,400.00

SECTION 4: TOTAL \$ ~~18,240.00~~ ^{K.C. 1-16-07} 182,400.00

GRAND TOTAL(ALL SECTIONS) \$ 158,360.00
1824
340760

OPTION A: BONITA BEACH ROAD.

LANDSCAPE MAINTENANCE:

\$ 675.00 PER MONTH TOTAL x 12 MONTHS = \$ 8,100.00 TOTAL

MOWING:

\$ 1100.00 PER CYCLE TOTAL x 24 CYCLES = \$ 26,400.00 TOTAL

MULCHING:

\$ 2200.00 PER EVENT x 2 EVENT PER YEAR* = \$ 4400.00 TOTAL

OPTION A: TOTAL \$ 38,900.00

*Please refer to Routine Maintenance Item 5. Mulching, for intervals.

OPTION B: HANCOCK BRIDGE PARKWAY

LANDSCAPE MAINTENANCE:

\$ 480.00 PER MONTH TOTAL x 12 MONTHS = \$ 5760.00 TOTAL


MOWING:

\$ 840.00 PER CYCLE TOTAL x 24 CYCLES = \$ 20,160.00 TOTAL

MULCHING:

\$1000.00 PER EVENT x 2 EVENT PER YEAR* = \$ 2000.00 TOTAL

OPTION B: TOTAL \$ 27,920.00


Revised: 1/12/06

**LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR
LANDSCAPE MAINTENANCE FOR DOT ROADWAYS-
Bayshore/Pine Island, Bonita Beach Road, Six Mile, Lee Boulevard
Colonial Boulevard and Hancock Bridge Parkway**

DATE SUBMITTED: January 16, 2007

VENDOR NAME: P & T Lawn & Tractor Service

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:
Addendum Number One Page 21A

SECTION 1: BAYSHORE/PINE ISLAND

LANDSCAPE MAINTENANCE:

\$ 2,940.00 PER MONTH TOTAL x 12 MONTHS = \$35,280.00 TOTAL ✓

MOWING:

\$ 2,160.00 PER CYCLE TOTAL x 24 CYCLES = \$51,840.00 TOTAL ✓

MULCHING:

\$ 2,990.00 PER EVENT x 2 EVENT PER YEAR* = \$ 5,980.00 TOTAL ✓

SECTION 1: TOTAL \$ 93,100.00

*Please refer to Routine Maintenance Item 5. Mulching, for intervals.

SECTION 2: SIX MILE

LANDSCAPE MAINTENANCE:

\$ 890.00 PER MONTH TOTAL x 12 MONTHS = \$ 10,680.00 TOTAL ✓

MOWING:

\$ 498.00 PER CYCLE TOTAL x 24 CYCLES = \$ 11,952.00 TOTAL ✓

MULCHING:

\$ 4,490.00 PER EVENT x 2 EVENT PER YEAR* = \$ 8,980.00 TOTAL ✓

SECTION 2: TOTAL \$ 31,612.00

*Please refer to Routine Maintenance Item 5. Mulching, for intervals.

SECTION 3: LEE BOULEVARD

LANDSCAPE MAINTENANCE:

\$ 1,976.00 PER MONTH TOTAL x 12 MONTHS = \$ 23,712.00 TOTAL ✓

MOWING:

\$ 1,890.00 PER CYCLE TOTAL x 24 CYCLES = \$ 45,360.00 TOTAL ✓

MULCHING:

\$ 3,880.00 PER EVENT x 2 EVENT PER YEAR* = \$ 7,760.00 TOTAL ✓

SECTION 3: TOTAL \$ 76,832.00

*Please refer to Routine Maintenance Item 5. Mulching, for intervals.

SECTION 4: COLONIAL BOULEVARD

MOWING:

\$ 985.00 PER CYCLE TOTAL x 24 CYCLES = \$ 23,640.00 TOTAL ✓

SECTION 4: TOTAL \$ 23,640.00

GRAND TOTAL(ALL SECTIONS) \$ \$225,184.00

OPTION A: BONITA BEACH ROAD.

LANDSCAPE MAINTENANCE:

\$ 1800.00 PER MONTH TOTAL x 12 MONTHS = \$ 21,600.00 TOTAL ✓

MOWING:

\$ 985.00 PER CYCLE TOTAL x 24 CYCLES = \$ 23,640.00 TOTAL ✓

MULCHING:

\$ 5,500.00 PER EVENT x 2 EVENT PER YEAR* = \$ 11,000.00 TOTAL ✓

OPTION A: TOTAL \$ \$56,240.00

*Please refer to Routine Maintenance Item 5. Mulching, for intervals.

OPTION B: HANCOCK BRIDGE PARKWAY

LANDSCAPE MAINTENANCE:

\$ 1,250.00 PER MONTH TOTAL x 12 MONTHS = \$ 15,000.00 TOTAL ✓

MOWING:

\$ 785.00 PER CYCLE TOTAL x 24 CYCLES = \$ 18,840.00 TOTAL ✓

MULCHING:

\$ 6,900.00 PER EVENT x 2 EVENT PER YEAR* = \$ 13,800.00 TOTAL ✓

OPTION B: TOTAL \$ 47,640.00

SUBMITTALS

1. DID YOU FURNISH A COPY OF YOUR PESTICIDE LICENSE?

YES NO

2. EMERGENCY PHONE NUMBERS

NAME OF EMPLOYEE Pete or Teena Zielinski

DAYTIME PHONE 707-4611 707-4610 694-4848

AFTER HOURS PHONE 693-2210

CELL PHONE 707-4611 707-4610

3. WORK SCHEDULE

DID YOU PROVIDE A 12 MONTH SCHEDULE?

YES NO

4. NATIONAL SAFETY COUNCIL CERTIFICATION FOR WORK ZONE SAFETY

DID YOU PROVIDE A COPY OF YOUR CERTIFICATION?

YES NO

Address: Lee County High Technical Center/Florida Tech Transfer Ctr

TO BE STARTED WITHIN 7 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

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

Yes No

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

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

Are there any modifications to the quote or specifications?

Yes _____ No X

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

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

FIRM NAME P & T Lawn & Tractor Service, Inc.

BY (Printed): Teena Zielinski

BY (Signature): *Teena Zielinski*

TITLE: President

FEDERAL ID # OR S.S. # 65-0249564

ADDRESS: P.O. Box 50548
Fort Myers, FL 33994-0548

PHONE NO.: (239) 694-4848

FAX NO.: (239) 694-4848

CELLULAR PHONE/PAGER NO.: (239) 707-4610 or 707-4611

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 8903963

E-MAIL ADDRESS: ztepet@comcast.net

REVISED: 1/24/2005