



PROJECT NO.: B-130337

OPEN DATE: AUGUST 13, 2013

AND TIME: 2:30 P.M.

**\*\*\*MANDATORY\*\*\*SEE ATTACHED NOTE**

PRE-BID DATE: JULY 30, 2013

AND TIME: 11:00 A.M.

LOCATION: LEE COUNTY PROCUREMENT  
1825 HENDRY ST. 3<sup>rd</sup> FLOOR  
FORT MYERS, FL 33901

# REQUEST FOR BID

**TITLE:**  
**MOWING – PARKS**  
**(STEP ONE – QUALIFICATIONS)**  
**Advertised Date: July 19, 2013**

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

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

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

PROCUREMENT CONTACT:

NAME: KATHY CICCARELLI  
TITLE: PROCUREMENT ANALYST  
PHONE NO.: (239) 533- 5456  
EMAIL: [kciccarelli@leegov.com](mailto:kciccarelli@leegov.com)

**\*\*\*MANDATORY PRE-BID\*\*\***

VENDORS...

AS STATED ON THE COVER PAGE OF THIS SOLICITATION, THIS IS A **MANDATORY PRE-BID** CONFERENCE; WHICH MEANS THAT A REPRESENTATIVE OF YOUR COMPANY MUST BE IN ATTENDANCE IN ORDER TO BE ELIGIBLE TO SUBMIT A QUOTE. THERE ARE **NO EXCEPTIONS** TO THIS RULE.

IT IS THE COUNTY'S POLICY TO START PRE-BIDS PROMPTLY AT THE TIME LISTED ON THE COVER PAGE OF THE SOLICITATION – IN THIS CASE **11:00 A.M. ON JULY 30, 2013.**

THE PRE-BID WILL BE HELD IN THE PROCUREMENT CONFERENCE ROOM AT 1825 HENDRY ST. 3<sup>rd</sup> FLOOR FORT MYERS, FL 33901.

SHOULD YOU HAVE ANY QUESTIONS PLEASE CONTACT ME AT 239-533-5456.

## INTRODUCTION

### **OVERVIEW**

Lee County Parks and Recreation is accepting qualifications from companies interested in providing mowing and trimming service for various locations throughout Lee County.

### **TWO-STEP QUOTE PROCESS**

#### **NOTE:**

**\* PLEASE SUBMIT STEPS ONE AND TWO TOGETHER ON THE PROJECT OPENING DATE.**

**\*PLEASE USE SEPARATE SEALED ENVELOPES MARKED “STEP ONE” & “STEP TWO”**

**FOR STEP ONE PLEASE SUMIT ONE ORIGINAL DOCUMENT (PLEASE MARK THE ORIGINAL) AND FIVE COPIES. ALL OF STEP ONE MAY BE INCLUDED IN ONE ENVELOPE AND MARKED AS STEP ONE.**

**IN ANOTHER ENVELOPE PLEASE PUT STEP TWO DOCUMENTS (PLEASE MARK THE ORIGINAL) AND TWO COPIES AND MARK THE ENVELOPE AS STEP TWO.**

Lee County is utilizing a two-step process to evaluate the qualifications of quoters and allow only qualified companies to have their pricing opened and considered under Step Two.

\*Step One will require interested vendors to submit the qualifications of their company.

\*In Step Two, only those companies qualified in Step One will be eligible to have their pricing opened and considered.

### **STEP ONE - REQUEST FOR QUALIFICATIONS**

In Step One, please submit all requested information to the Lee County Division of Procurement, 1825 Hendry Street, 3<sup>rd</sup> Floor, Fort Myers, FL 33901, before the deadline given on the cover of this solicitation. Qualifications received after this date and time will not be accepted.

All of the qualifications received will then be reviewed and evaluated by County staff, and a decision made as to which companies are qualified and which are not. Each company submitting qualifications will receive a letter stating whether they are qualified or not. Only those companies found to be qualified will be allowed to proceed to Step Two.

In order for a company to be considered responsive in Step One, it should submit all information requested, including appropriate signatures. Failure to meet these requirements may cause your company to be declared non-responsive.

**STEP TWO - REQUEST FOR QUOTATIONS - PRICES**

Companies found to be qualified in Step One, will be eligible to have their pricing opened and considered. This information must be completed and returned to Lee County Procurement, 1825 Hendry Street, 3<sup>rd</sup> Floor, Fort Myers, Fl 33901, before the given deadline. Pricing information received after this date and time will not be accepted.

## **GENERAL CONDITIONS**

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

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

### **1. SUBMISSION OF BID:**

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

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

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

2. **ACCEPTANCE**

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

3. **SUBSTITUTIONS**

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

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

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

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

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

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

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

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

6. **PRE-BID CONFERENCE**

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

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

7. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

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

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

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

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

8. **LEE COUNTY BID PROTEST PROCEDURE**

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

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

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

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

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

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

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

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

The Formal Written Protest shall contain the following:

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



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

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

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

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

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

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

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

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

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

9. **PUBLIC ENTITY CRIME**

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

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

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

11. **MATERIAL SAFETY DATA SHEETS**

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

12. **MISCELLANEOUS**

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

13. **WAIVER OF CLAIMS**

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

14. **AUTHORITY TO PIGGYBACK**

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

15. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

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

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

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

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

d) **Anti-Discrimination**

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

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

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

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

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

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

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

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

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

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

16. **AUDITABLE RECORDS**

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

17. **DRUG FREE WORKPLACE**

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

18. **REQUIRED SUBMITTALS**

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

19. **TERMINATION**

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

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

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

20. **CONFIDENTIALITY**

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

21. **ANTI-LOBBYING CLAUSE**

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

22. **INSURANCE (AS APPLICABLE)**

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

LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR  
MOWING – PARKS

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:

**NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.**

The undersigned acknowledges receipt of Addenda numbers: \_\_\_\_\_

**IN ORDER FOR YOUR QUOTATION TO BE CONSIDERED, VENDORS SHOULD COMPLETE AND RETURN PAGES 13, 14, 18, 19, 20, 21, 22, 30 and 31.**

ANTI-COLLUSION STATEMENT

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER:

\_\_\_\_\_

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

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

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS  
FOR  
MOWING - PARKS**

**SCOPE**

The intent of this quote is to acquire a vendor to provide mowing and trimming for various locations throughout Lee County for Parks and Recreation. Each site varies in size and may contain some trash. Approximately 95% of the work consists of bahia mowing including small designated areas such as bullpens, with bahia, possibly fenced in, that a riding mower cannot fit into.

Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

**TWO-STEP QUOTATION PROCESS**

Lee County is utilizing a two-step process to evaluate the qualifications of quoters and allow only qualified companies to have their pricing opened and considered under Step Two. Please see "Introduction" on page one of this specification package for a detailed explanation of this process.

**Step One will require interested vendors to submit the qualifications of their company; this process involves the completion and return of pages 13, 14, 18, 19, 20, 21, 22, 30 and 31.**

**In Step Two only those companies qualified in Step One will be eligible to have their pricing opened and considered.**

**PLEASE SUBMIT ONE ORIGINAL BID (PLEASE MARK THE ORIGINAL) AND FIVE COPIES. ALL OF STEP ONE MAY BE INCLUDED IN ONE ENVELOPE AND MARKED AS SUCH.**

**ALL OF STEP TWO (PLEASE MARK THE ORIGINAL) AND TWO COPIES MAY BE INCLUDED IN ONE ENVELOPE AND MARKED AS SUCH.**

**STEP ONE – REQUEST FOR QUOTATIONS - QUALIFICATIONS**

All of the qualifications received under Step One will be reviewed and evaluated by County staff, and a decision made as to which companies are qualified and which are not. Each company submitting qualifications will receive a letter stating whether they are qualified or not. Only those companies found to be qualified will be allowed to proceed to Step Two.



## STEP TWO – REQUEST FOR QUOTATIONS – PRICES

Companies found to be qualified in Step One, will be eligible to have their pricing opened and considered. This information must be completed and returned to Lee County Procurement, 1825 Hendry Street, 3<sup>rd</sup> Floor, Fort Myers, Fl 33901, along with Step One, before the given deadline. Pricing information received after this date and time will not be accepted.

## CONTRACTS/AGREEMENTS

If your firm will require Lee County to sign any type of contract and/or agreement as part of this purchase, please include a copy of these documents with Step One of the quotation. The County reserves the right to reject any documents that may be submitted.

## TERM OF AWARD

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

## MAJOR BREAKDOWNS/NATURAL DISASTERS

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

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

## DESIGNATED CONTACT

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

## AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

### SUB-CONTRACTORS

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

### REQUIRED SUBMITTALS

1. Criteria One – Experience
2. Criteria Two – References
3. Criteria Three – Certifications
4. Criteria Four – Insurance Requirements
5. Criteria Five – Performance Bond
6. Criteria Six – Equipment – Owned or Leased
7. Criteria Seven – Vendor Background Screening Requirements
8. Step Two



2. CRITERIA TWO – REFERENCES

Please give us at least three references showing (you may list more) comparable jobs with large acreage. A summary of the most recently awarded and serviced (but not necessarily completed) comparable jobs. Please list the name of the employer, address, a current contact person, description of the project, dates of service, size of the area maintained and dollar amount within a 40-mile radius. Parks may choose to visit any of the sites to examine the type of work that you are doing.

REFERENCE #1

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Project description and work specification (please include the size of the project, number of acres):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

REFERENCE #2

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Project description and work specification (please include the size of the project, number of acres):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates of Service: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

REFERENCE #3

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Project description and work specification (please include the size of the project, number of acres):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dates of Service: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

3. CERTIFICATE OF TRAINING BEST MANAGEMENT PRACTICES

Fertilizer Best Management Practices registration and certification. Lee County Ordinance No. 08-08, an ordinance regulating landscape management practices, including the application and use of fertilizers containing nitrogen and/or phosphorus within unincorporated Lee County. All lawn/landscape businesses performing services in unincorporated Lee County must have at least one certified staff member at each worksite and the vehicles shall have a clearly displayed decal. You must have a Best Management Certification when you submit your bid. Please provide copies of all certifications.

NAME

CERTIFICATE NUMBER

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#### 4. CRITERIA FOUR –INSURANCE REQUIREMENTS

A certificate or letter from your insurance company stating that you can obtain the required insurance is all that is required until the bid is awarded.

Companies submitting their qualifications must be able to meet the following insurance requirements.

#### INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

\*The required minimum limit of liability shown in a; b; 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."



**Verification of Coverage:**

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

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

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

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

**Special Requirements:**

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

5. CRITERIA FIVE – PERFORMANCE BOND

**NOTE: REQUIRED SUBMITTAL**

Please include a letter from your bonding company stating that you can qualify for the bond and will be able to obtain the bond within the twenty-one calendar days from the date of written notice of award or a clean Irrevocable Letter of Credit.

If your total bid is under \$100,000 we will not require a bond.

In addition the vendor will provide the following information:

Company or Surety Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**PERFORMANCE BOND**

A performance bond in the amount of 100% of the one year contract amount will be required by the successful quoter of this contract. The performance bond shall be issued by the successful quoter within twenty-one calendar days from the date of written notice of award. A surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida shall be required from the successful quoter. This shall insure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits from non-payment of debts incurred during the successful quoter's performance under such contract.

The CONTRACTOR will execute the Public Payment and Performance Bonds included herein as security for the faithful performance and payment of all his obligations under the Contract Documents. This Bond shall be in amounts at least equal to the Contract Price and in such form and with such securities as are acceptable to the COUNTY. Prior to execution of the Contract Documents, the COUNTY may require the CONTRACTOR to furnish such other bonds, in such form and with such sureties as it may require. If such bonds are required by written instructions given prior to opening of Bids, the Premiums shall be paid by the CONTRACTOR. If the Contract is increased by a Change Order, it shall be the CONTRACTOR'S responsibility to insure that the Public Payment and Performance Bond be amended accordingly and a copy of the amendment forwarded to the PROCUREMENT MANAGEMENT.

If the surety on any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements imposed by the Contract Documents, the CONTRACTOR shall within five (5)

calendar days thereafter substitute another Bond and Surety, both of which shall be acceptable to the COUNTY.

If the CONTRACTOR cannot obtain another bond and surety within (5) calendar days the COUNTY will accept and the CONTRACTOR shall submit an irrevocable letter of credit drawn on a Lee County, Florida bank until the bond and surety can be obtained.

#### Qualifications of Surety Companies

In order to be acceptable to the COUNTY, a surety company issuing Bid Guaranty Bonds or 100% Public Payment and Performance Bonds, called for in these specifications, shall meet and comply with the following minimum standards:

#### General

All Sureties for Lee County projects must be admitted to do business in the State of Florida and shall comply with the provisions of Florida Statute 255.05.

Attorneys-in-Fact who sign bid bonds or Public Payment and Performance Bonds for Lee County projects must file with such bond a certified copy of their Power of Attorney to sign such bond.

Agents of surety companies must list their name, address, and telephone number on all bonds.

The life of all bonds provided to Lee County shall extend twelve (12) months beyond the date of final payment and shall contain a waiver of alternation to the terms of the Contract, extensions of time and/or forbearance on the part of the COUNTY.

To be acceptable to the OWNER AS Surety on projects not in excess of \$500,000.00, Surety shall comply with these minimum provisions of State Statute 287.0935 as follows:

Surety must have twice the minimum surplus and capital required by Florida Insurance Code at the time of bid solicitation.

Surety must be in compliance with all provisions of the Florida Insurance Code and hold a currently valid certificate of authority issued by the United States Department of the Treasury under SS.31 U.S.C. 9404-9308.

Sureties on projects in excess of \$500,000.00 shall comply with the above minimum provisions as well as being rated thru A.M. Best shall comply with the following provisions:

The Surety shall be rated as “A-“ or better as to General Policyholders Rating and Class VII or better as to financial category by the most current Best’s Key Rating Guide, published by A.M. Best Company.

Surety must have fulfilled all of its obligations on all other bonds previously given to the COUNTY.

Surety must have a minimum underwriting limitation of \$5,000,000 published in the latest edition of the Federal Register for Federal Bonds (U.S. Dept. of Treasury).

#### Letter of Credit

At any time during the life of the letter of credit, should the rating of financial institution fall below both of the minimum ratings as indicated in the Contract Documents, or should the financial institution become insolvent, the CONTRACTOR must, within five (5) calendar days after notification by the COUNTY:

Replace the existing letter of credit with a replacement letter of credit from a financial institution with either of the minimum ratings as specified in the Contract Documents, or

Have the existing letter of credit confirmed by a financial institution with either of the minimum ratings as specified in the Contract Documents.

At the COUNTY’S option, the letter of credit may be replaced by a Public Payment and Performance Bond in accordance with the COUNTY’S existing bond policies.

Failure to comply with this provision may result in any or all of the following actions by the COUNTY:

Suspension of the CONTRACTOR’S right to pull building permits and schedule inspections;

A stop work order; and/or revocation of the Land Development Permit.

#### Financial Institutions/Letters of Credit

In order to be acceptable to the COUNTY, a financial institution issuing 100% Letters of Credit, called for in these specifications, shall meet and comply with the following minimum standards:

##### General

The face of the letter of credit must be in a format utilizing Lee County Standard Form CMO: 008 and indicate the following:

The letter of credit is “clean” and “irrevocable”;

An exact expiration date. The life of all letters of credit provided to Lee County shall extend twelve (12) months beyond the date of final payment;

Statement of the purpose or project for which the letter of credit is issued;

A specific amount of the letter of credit, in U.S. dollars;

The method of disbursement of draws against the letter of credit;

The street address where draws against the letter of credit may be made; and venue in Lee County.

Verification of the status or certification of any financial institution may be made with:

Department of Insurance and Treasurer  
Bureau of Collateral Securities  
200 East Gaines Street  
Tallahassee, FL 32377-0345  
Phone (850) 922-3167  
or  
Procurement Management  
1825 Hendry Street, 3rd Floor  
Fort Myers, FL 33901  
Phone (239) 533-5450  
or  
Lee County Risk Management  
2115 Second Street  
Fort Myers, FL 33901  
Phone (239) 533-2221

At the time of issuance of the letter of credit, the financial institution must have a minimum “peer group” rating of 50 in the latest Sheshunoff Quarterly Listing or a minimum rating of 125 in the latest IDC Bank Financial Quarterly Listing.

Letters of Credit from financial institutions which do not meet either of the minimum ratings indicated in 20.2.1.3 above must be confirmed by a financial institution with either of the minimum ratings indicated in 20.2.1.3 above.

All financial institutions which issue or confirm any Letter of Credit must be authorized by the Secretary of State to do business in the State of Florida, shall show proof of same upon request by COUNTY staff, and agree to venue in Lee County.

In addition to the institutions meeting the aforementioned requirements, the Federal Home Loan Bank of Atlanta is authorized to issue and confirm letters of credit which are in accordance with the provisions of paragraph 20.2.1.1 above and all subsequent sub-paragraphs, with the exception of 20.1.1.1.7.

These actions shall be in effect until a satisfactory replacement bond or letter of credit is accepted by the COUNTY. The CONTRACTOR agreement shall so provide for replacement or confirmation in accordance with this policy.

#### Contractor's Liability Insurance

The CONTRACTOR will purchase and maintain such insurance as will protect him from claims under Worker's Compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees including claims insured by usual personal injury, sickness and disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting therefrom any or all of which may arise out of or result from the CONTRACTOR'S operations under the Contract Documents, whether such operations be by himself or any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for no less than the limits of liability specified in the Contract Documents or required by law, whichever is greater, and shall include contractual liability insurance. As a prerequisite to the COUNTY signing the Contract, the CONTRACTOR will file with the COUNTY certificates of such insurance, acceptable to the COUNTY; these certificates shall contain a provision for cancellation.

## 6. CRITERIA SIX – EQUIPMENT OWNED OR LEASED

The awarded vendor will be required to have at least the following equipment:

Should have at least:

6 – 52-72” finish mowers

2 – 36–48 “finish mowers

## Blowers

## Weed eaters or trimmers

**PLEASE NOTE THAT LEE COUNTY HAS THE RIGHT TO INSPECT ALL  
EQUIPMENT. THE EQUIPMENT MUST BE WITHIN 30 MILES FROM DOWNTOWN  
FORT MYERS. ALL EQUIPMENT MUST BE IN GOOD WORKING ORDER.**

Please provide a list of all owned equipment:

[illegible]

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Please provide a list of all rental or leased equipment. If you currently do not have these items in your fleet please indicate when you will be making them a part of your fleet.

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**7. CRITERIA SEVEN – VENDOR BACKGROUND SCREENING REQUIREMENTS**

7. Some of our “fields” are associated with schools. In order for anyone to work in these areas they must comply with the background screening. For Step I we will require all vendors must comply with the screening requirements and submit their results. If they are awarded the bid then we would require all employees to go through this screening. Please read the instructions below.

Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to SDLC (School District of Lee County) in advance of the vendor providing any services on campus while students are present. The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. Vendor will provide SDLC a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Vendor agrees that in the event the vendor or any employee who the vendor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the vendor will notify SDLC within 48 hours of such. SDLC acknowledges vendor may not be able to meet all requirements by September 1, 2005. Vendor agrees to make all efforts to effect compliance as soon as practicable. While vendor is completing compliance, in the event vendor sends an employee to the school campus to provide a service while students are present, vendor agrees the employee must be escorted by a school staff member the entire time the employee is on campus.

The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling SDLC to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless SDLC, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor’s failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

**VENDOR PROCESS FOR FINGERPRINTING**

**Vendors must register on-line to schedule fingerprints and choose their method of payment (credit card or money order). Register at <http://lee.sofn.net>**



1.	2.	3.	4.	5.	6.	7.	8.
INSTRUCTIONS	LOGIN	LOCATOR	DEMOGRAPHICS	CONFIRMATION	DISCLOSURE	PAYMENT	RECEIPT

### Lee County School District Security Credentialing Process

**Florida Statute 1012.465** requires that all contractual personnel must meet Level 2 Screening requirements as described in **Florida Statute 1012.32** (available online [www.flsenate.gov/Statutes](http://www.flsenate.gov/Statutes). Title: XLVIII Chapter: 1012)

Contractual personnel include owners, employees, and/or agents of any vendor, organization, or entity under contract to conduct business with the School Board of Lee County, including sub-contractual personnel.

Contractual personnel must meet the Level 2 screening if they:

- Are permitted access on school grounds when students have the potential to be present
- Have potential for direct contact with students or
- Have access to or control of school funds

In order to obtain a District Security Credential, an applicant's fingerprints are submitted electronically to the Federal Bureau of Investigation (FBI) and Florida Department of Law Enforcement (FDLE) for national and state criminal records checks.

All vendors and contractors must be electronically fingerprinted **specifically for The School District of Lee County** by Pride Rock at one of their approved processing centers. **NOTE: The School District of Lee County does not accept security credentials or fingerprint results of any other school district.**

This website is designed to allow contractual personnel to complete the fingerprint service scheduling and registration process, as well as pay for the services online.

To Register:

1. LOCATE Company's Vendor ID #
2. SCHEDULE Service at authorized Service Center
3. ENROLL personal data required to submit fingerprints. Employee must also register a government issued photo identification (i.e. Driver's License).
4. COMPLETE District Disclosure & Consent Form (Note: To complete the form, enter initials online and check the box to certify / acknowledge the statement)
5. PAY \$94.50 ONLINE by credit card, or mail in paper check or money order.

- You must pay in advance.
  - You can not pay the Service Center Operator.
  - Selecting that you'll pay by check or money order allows you to continue the process, but your fingerprints will not be submitted for clearance until this payment method has been received and reconciled by our corporate office. An address for check submission follows in the payment section.
  - The fee provides for issuance of a revocable five (5) year security clearance for The School District of Lee County. This cost includes the initial fingerprint collection/processing, FBI and FDLE background checks, district management, FDLE record retention/review, and District Credential. Payment should not be sent or delivered to the School District of Lee County.
6. OBTAIN RECEIPT generated online. **Print** the Bar Code Receipt and bring it along with the specific Photo ID you registered to the service center

**Applicants whose Level 2 screening results comply with the School District Lee County's screening requirements will be issued a District Security Credential. Individuals, and their employers will be delivered an email or written notification of the approved security clearance.**

- Cleared employee badges will be delivered to our distribution location for pick up approximately 5-7 business days from date of clearance notification.  
Distribution Center Address:  
Pack & Send  
8595 College Parkway  
Ft. Myers, FL 33919
- Please watch for formal notification with full details regarding badge pick-up.
- While under contract with the School District of Lee County, contractors and vendors will be required to notify the School District when any of its employee(s) previously provided with a District Security Credential terminates his/her employment, or is arrested for any disqualifying offense listed in Section 435.04, Florida Statutes.
- It is the responsibility of the contractor or vendor to ensure that the School District issued ID badge(s) for terminated or arrested employee(s) are returned to the District with 24 hours.
- All lost, stolen or damaged/destroyed District Security Credentials must be reported to the District with 24 hours.

**Applicants whose Level 2 screening results DO NOT comply with the School District of Lee County's screening requirements will be** notified via email by the School District of Lee County representative. (If no email address is available, the notification will arrive via USPS mail) This notification will be delivered to individuals, and their employers, who have been denied security clearance.

All questions regarding an applicant's denial should be addressed to:  
The School District of Lee County

2855 Colonial Blvd  
Ft. Myers, FL 33966  
(239) 461-8423

**NOTE: The School District of Lee County does not provide for an appeal regarding an applicant's criminal history if it includes any of the disqualifying offenses provided for in state statute.**

Individuals determined to have a criminal history involving a disqualifying offense resulting in their application being declined may request to review the record provided by the FBI and FDLE. **Background screening records are considered confidential information** and may only be viewed by the applicant (must provide a valid photo ID), by appointment, at the School District of Lee County office. An applicant who wishes to challenge the validity of information provided in the FBI or FDLE report will be required to provide certified court documents clearly stating an acceptable disposition to the charge(s) in question. Such documents shall be delivered to the School District of Lee County office.

NOTE: An applicant who has been denied the necessary security credential and is awaiting clearance after submission of the necessary court documents **shall not be not permitted access to school grounds under any circumstances.**

☐ **By selecting the check box, I certify that I have read and understand the instructions.**



Please print this page for your records

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[help](#) | [contact us](#) | [privacy](#)

**THERE WILL BE NO EXCEPTIONS TO THIS PROCESS**

Please submit your results.

**THE FOLLOWING PAGES ARE SAMPLES OF FORMS THAT WILL BE UTILIZED BY LEE COUNTY IN EVALUATION OF THIS QUOTATION. THEY ARE PROVIDED FOR VENDOR'S INFORMATION ONLY.**

\*\*\*\*\*

**REFERENCE CHECK FOR MOWING - PARKS**

NAME OF VENDOR: \_\_\_\_\_

1. Has this vendor provided mowing for your facility?

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

2. How long have they provided mowing to your facility?

\_\_\_\_\_

3. How often is your facility serviced by this vendor?

\_\_\_\_\_

4. Approximately how large is the area serviced? How many acres?

\_\_\_\_\_

5. Did the vendor have the proper equipment to do the job?

\_\_\_\_\_

6. Did the vendor have sufficient help to complete the job?

\_\_\_\_\_

7. Do you find the vendor's staff helpful and professional?

Yes\_\_\_\_\_ No\_\_\_\_\_ Explanation:\_\_\_\_\_

\_\_\_\_\_

8. Would you recommend contracting with this vendor?

Yes\_\_\_\_\_ No\_\_\_\_\_ If No, please explain:

\_\_\_\_\_

OVERALL COMMENTS: \_\_\_\_\_

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NAME OF REFERENCE CALLED: \_\_\_\_\_

DATE/TIME: \_\_\_\_\_ VERIFIED BY: \_\_\_\_\_

**EVALUATION SHEET FOR MOWING - PARKS**

**VENDOR NAME:** \_\_\_\_\_

CRITERIA 1 – EXPERIENCE

PASS \_\_\_\_\_ FAIL \_\_\_\_\_

CRITERIA 2 – REFERENCES

PASS \_\_\_\_\_ FAIL \_\_\_\_\_

CRITERIA 3 – CERTIFICATIONS

PASS \_\_\_\_\_ FAIL \_\_\_\_\_

CRITERIA 4 – INSURANCE REQUIREMENTS

PASS \_\_\_\_\_ FAIL \_\_\_\_\_

CRITERIA 5 – PERFORMANCE BOND

PASS \_\_\_\_\_ FAIL \_\_\_\_\_

CRITERIA 6 – EQUIPMENT OWNED OR LEASED

PASS \_\_\_\_\_ FAIL \_\_\_\_\_

CRITERIA 7 – BACKGROUND CHECK

PASS \_\_\_\_\_ FAIL \_\_\_\_\_

\_\_\_\_\_  
COMMITTEE MEMBER

Committee Evaluation Date/Time: \_\_\_\_\_

AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS

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

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

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

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

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

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

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

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

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

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

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

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



LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

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

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

<b>MAILING ADDRESS</b> Lee County Procurement Mgmt. P.O. Box 398                      or Ft. Myers, FL 33902-0398	<b>PHYSICAL ADDRESS</b> Lee County Procurement Mgmt. 1825 Hendry St 3 <sup>rd</sup> Floor Ft. Myers, FL 33901
--	--
- \_\_\_\_\_ 18. The mailing envelope **MUST** be sealed and marked with:  
 Solicitation Number  
 Opening Date and/or Receiving Date
- \_\_\_\_\_ 19. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time.  
 (Otherwise Solicitation cannot be considered or accepted.)
- \_\_\_\_\_ 20. If submitting a "NO BID" please write Solicitation 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:

\_\_\_\_\_  
 \_\_\_\_\_





PROJECT NO.: B-130337

OPEN DATE: AUGUST 13, 2013

AND TIME: 2:30 P.M.

**\*\*\*MANDATORY\*\*\*SEE ATTACHED NOTE**

PRE-BID DATE: JULY 30, 2013

AND TIME: 11:00 A.M.

LOCATION: LEE COUNTY PROCUREMENT  
1825 HENDRY ST. 3<sup>rd</sup> FLOOR  
FORT MYERS, FL 33901

# REQUEST FOR BID

**TITLE:**  
**MOWING – PARKS**  
**(STEP TWO – PRICING)**

**Advertised Date: July 19, 2013**

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

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

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

PROCUREMENT CONTACT:

NAME: KATHY CICCARELLI  
TITLE: PROCUREMENT ANALYST  
PHONE NO.: (239) 533- 5456  
EMAIL: [kciccarelli@leegov.com](mailto:kciccarelli@leegov.com)

**\*\*\*MANDATORY PRE-BID\*\*\***

VENDORS...

AS STATED ON THE COVER PAGE OF THIS SOLICITATION, THIS IS A **MANDATORY PRE-BID** CONFERENCE; WHICH MEANS THAT A REPRESENTATIVE OF YOUR COMPANY MUST BE IN ATTENDANCE IN ORDER TO BE ELIGIBLE TO SUBMIT A QUOTE. THERE ARE **NO EXCEPTIONS** TO THIS RULE.

IT IS THE COUNTY'S POLICY TO START PRE-BIDS PROMPTLY AT THE TIME LISTED ON THE COVER PAGE OF THE SOLICITATION – IN THIS CASE **11:00 A.M. ON JULY 30, 2013.** THE PRE-BID WILL BE HELD IN THE PROCUREMENT CONFERENCE ROOM AT 1825 HENDRY ST. 3<sup>rd</sup> FLOOR FORT MYERS, FL 33901. SHOULD YOU HAVE ANY QUESTIONS PLEASE CONTACT ME AT 239-533-5456.

## **INTRODUCTION**

## **OVERVIEW**

Lee County Parks and Recreation is accepting qualifications from companies interested in providing mowing and trimming service for various locations throughout Lee County.

## **TWO-STEP QUOTE PROCESS**

### **NOTE:**

**\* PLEASE SUBMIT STEPS ONE AND TWO TOGETHER ON THE PROJECT OPENING DATE.**

**\*PLEASE USE SEPARATE SEALED ENVELOPES MARKED “STEP ONE” & “STEP TWO”**

**FOR STEP ONE PLEASE SUMIT ONE ORIGINAL DOCUMENT (PLEASE MARK THE ORIGINAL) AND FIVE COPIES. ALL OF STEP ONE MAY BE INCLUDED IN ONE ENVELOPE AND MARKED AS STEP ONE.**

**IN ANOTHER ENVELOPE PLEASE PUT STEP TWO DOCUMENTS (PLEASE MARK THE ORIGINAL) AND TWO COPIES AND MARK THE ENVELOPE AS STEP TWO.**

Lee County is utilizing a two-step process to evaluate the qualifications of quoters and allow only qualified companies to have their pricing opened and considered under Step Two.

\*Step One will require interested vendors to submit the qualifications of their company.

\*In Step Two, only those companies qualified in Step One will be eligible to have their pricing opened and considered.

## **STEP ONE - REQUEST FOR QUALIFICATIONS**

In Step One, please submit all requested information to the Lee County Division of Procurement, 1825 Hendry Street, 3<sup>rd</sup> Floor, Fort Myers, FL 33901, before the deadline given on the cover of this solicitation. Qualifications received after this date and time will not be accepted.

All of the qualifications received will then be reviewed and evaluated by County staff, and a decision made as to which companies are qualified and which are not. Each company submitting qualifications will receive a letter stating whether they are qualified or not. Only those companies found to be qualified will be allowed to proceed to Step Two.

In order for a company to be considered responsive in Step One, it should submit all information requested, including appropriate signatures. Failure to meet these requirements may cause your company to be declared non-responsive.

**STEP TWO - REQUEST FOR QUOTATIONS - PRICES**

Companies found to be qualified in Step One, will be eligible to have their pricing opened and considered. This information must be completed and returned to Lee County Procurement, 1825 Hendry Street, 3<sup>rd</sup> Floor, Fort Myers, Fl 33901, before the given deadline. Pricing information received after this date and time will not be accepted.

## **GENERAL CONDITIONS**

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

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

### **1. SUBMISSION OF BID:**

- a. Bids must be sealed in an envelope, and the outside of the envelope must be marked with the following information:
  - 1. Marked with the words "Sealed Bid"
  - 2. Name of the firm submitting the bid
  - 3. Title of the bid
  - 4. Bid number
- b. The Bid must be submitted in duplicate as follows:
  - 1. The original consisting of the Lee County bid forms completed and signed, and where applicable corporate and/or notary seals attached.
  - 2. A copy of the original bid forms for the Director.
- c. The following must be submitted along with the bid in a separate envelope. This envelope must be marked as described above, but instead of marking the envelope as "Sealed Bid", please indicate the contents; i.e., literature, drawings, submittals, etc. This information must be submitted in duplicate.
  - 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your bid; i.e., required submittals, literature, technical data, financial statements.
  - 2. Warranties and guarantees against defective materials and workmanship.
- d. **BIDS RECEIVED LATE:** It is the bidder's responsibility to ensure the bid is received by the Division of Procurement Management prior to the opening date and time specified. Any bid received after the opening date and time will be promptly returned to the bidder unopened. Lee County will not be responsible for bids received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- e. **BID CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- f. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in bidder disqualification.
- g. **WITHDRAWAL OF BID:** No bid may be withdrawn for a period of 90 days after the scheduled time for receiving bids. A bid may be withdrawn prior to the bid-opening date and time. Such a request to withdraw must be made in writing to the Director, who will approve or disapprove of the request.

- h. **COUNTY RESERVES THE RIGHT:** The County reserves the right to exercise its discretion, to waive minor informalities in any bid; to reject any or all bids with or without cause; and/or to accept the bid that in its judgment will be in the best interest of the County of Lee.
- i. **EXECUTION OF BID:** All bids shall contain the signature of an authorized representative of the bidder in the space provided on the quote proposal form. All bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bid shall be initialed.

2. **ACCEPTANCE**

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

3. **SUBSTITUTIONS**

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

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

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

- a. Local Business Tax – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the bid all necessary permits and/or licenses required for the sale of this product and/or service and upon the request of the County will provide copies of licenses and/or permits within 10 calendar days after request.
- c. The geographic preference established in the Local Vendor Preference ordinance is applicable to all Lee County procurement activities unless otherwise specifically noted in the solicitation package. Provided, however, the Local Vendor Preference ordinance is not applicable to procurement activity or solicitations involving Federal Transit Administration grant funds.
- d. Florida Statutes Section 607.1501 (1) states: A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

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

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

6. **PRE-BID CONFERENCE**



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

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

7. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

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

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

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

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

8. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/quote/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/quote/proposal, must file a written "Notice of Intent to File a Protest" with the Lee County Procurement Management Director not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of the County's "Notice of Intended Decision" with respect to the proposed award of the formal bid/quote/proposal.

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

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

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

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

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

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

The Formal Written Protest shall contain the following:

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

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

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

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

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

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

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

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

9. **PUBLIC ENTITY CRIME**

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

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

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

11. **MATERIAL SAFETY DATA SHEETS**

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

12. **MISCELLANEOUS**

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

13. **WAIVER OF CLAIMS**

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

County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

14. **AUTHORITY TO PIGGYBACK**

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

15. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

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

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

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

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

d) **Anti-Discrimination**

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

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

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

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

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of

information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

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

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

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

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

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

16. **AUDITABLE RECORDS**

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

17. **DRUG FREE WORKPLACE**

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

18. **REQUIRED SUBMITTALS**

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

19. **TERMINATION**

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

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

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

20. **CONFIDENTIALITY**

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

21. **ANTI-LOBBYING CLAUSE**

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

22. **INSURANCE (AS APPLICABLE)**

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

LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR  
MOWING - PARKS

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:

**NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.**

The undersigned acknowledges  
receipt of Addenda numbers: \_\_\_\_\_

SITE	ACREAGE (EST)	COST PER MOW	OPTION A: COST PER TRIM & EDGE
ALVA BOAT RAMP 21580 Pearl St. Alva, FL 33920	1		
ALVA PARK 21580 Pearl St. Alva, FL 33920	4		
ALVA WAYSIDE PARK 21250 PALM BEACH BLVD. ALVA, FL 33920	2		
BARBADOS LOT NW Corner of Barbados & Caribbean Blvd. Fort Myers, FL 33905	1		

<b>SITE</b>	<b>ACREAGE (EST)</b>	<b>COST PER MOW</b>	<b>OPTION A: COST PER TRIM &amp; EDGE</b>
BAYSHORE SOCCER COMPLEX 17050 Williams Rd. North Fort Myers, FL 33905	4		
BONITA BEACH ACCESS 10 26082 Hickory Blvd. Bonita Springs, FL 34134	1		
BONITA BEACH PARK & ACCESS 1 27954/ 27890 Hickory Blvd. Bonita Springs, FL 34134	1		
BOWDITCH POINT PARK 50 Estero Blvd. Fort Myers Beach, FL 33931	3		
BROOKS PARK 50 South Rd, Fort Myers, FL 33907	15		
BUCKINHAM CENTER 4940 Buckingham Rd. Fort Myers, Fl 33905	1		
BUCKINGHAM PARK 9800 Buckingham Rd. Fort Myers, FL 33905	10		
BUNCH BEACH 18201 John Morris Rd. Fort Myers, Fl 33908	1		
C. CREEKS PRESERVE E 10130 Bayshore Rd. North Fort Myers, Fl 33917	1		
C. CREEKS PRESERVE LOTS 1 & 2 17000 East Lake Dr./16780 Tarpon Way North Fort Myers, FL 33917	2		
C.CREEKS PRESERVE W 17100 McDowell Dr. North Fort Myers, FL 33917	1		
CARIBBEAN LOT 13498 Caribbean Blvd Fort Myers, FL 33905	1		
CHARLESTON PARK 2611 Charleston Park Dr. Alva, FL 33920	2		



<b>SITE</b>	<b>ACREAGE (EST)</b>	<b>COST PER MOW</b>	<b>OPTION A: COST PER TRIM &amp; EDGE</b>
CITY OF PALMS PARK 2201 Edison Ave. Fort Myers, FL 33901	9		
CRP 18500 North River Rd Alva, FL 33920	12		
CRESCENT BEACH PARK 1100 Estero Blvd. Fort Myers Beach, FL 33931	1		
DAVIS BOAT RAMP 2227 Davis Blvd Fort Myers, FL 33905	1		
ESTERO HIGH SCHOOL 21900 River Ranch Rd, Estero, FL 33928	2		
ESTERO PARK/POP WARNER 9200 Corkscrew Palms Blvd. Estero, FL 33928	20		
FM SHORES NATURE TRAIL 13114 Fifth St. Fort Myers, FL 33905	1		
HANCOCK PARK 2211 Hancock Bridge Parkway North Fort Myers, FL 33903	10		
HUNTER PARK 1526 Oak Dr, Fort Myers, FL 33906	5		
IMPERIAL RIVER RAMP 27551 South Tamiami Trail Bonita Springs, FL 34134	3		
JUDD PARK 1297 Parkview Ct. North Fort Myers, FL 33906	6		
JY LINEAR PARK – PHASE I Six Mile Cypress to Daniels Parkway Fort Myers, FL 33912	5		
JY LINEAR PARK – PHASE II Daniels to Crystal Fort Myers, FL 33912	10		

<b>SITE</b>	<b>ACREAGE (EST)</b>	<b>COST PER MOW</b>	<b>OPTION A: COST PER TRIM &amp; EDGE</b>
JY LINEAR PARK – PHASE III Crystal to Colonial Fort Myers, FL 33912	15		
KARL J. DREWS CENTER & HOUSE 18412 Lee Rd. Fort Myers, FL 33912	3.25		
HARLEM HTS. /KELLY ROAD PARK 7340 Concourse Dr, Fort Myers, FL 33908 *Site contains berms with steep inclines	15*		
LEE CO. SPORTS COMPLEX 14100 Six Mile Cypress Parkway Fort Myers, FL 33912	20		
LAKES PARK 7330 Gladiolus Dr, Fort Myers, FL 33908	35		
LEHIGH PARK & POOL 1400 West 5 <sup>th</sup> St. Lehigh Acres, FL 33972	10		
LYNN HALL PARK 950 Estero Blvd Fort Myers Beach, FL 33931	1		
MAIN ST. PARKING 1050 Main St. Fort Myers Beach, FL 33931	1		
MANATEE PARK 10901 State Road 80 (Palm Beach Blvd.) Fort Myers, FL 33905	8		
MANATEE PARK (Viewing Embankments) 10901 State Road 80 (Palm Beach Blvd.) Fort Myers, FL 33905	1		
MANTANZAS PASS BRIDGE 700 Fisherman's Wharf Fort Myers Beach, FL 33931	.50		
MANTANZAS PASS NATURE PRESERVE 199 Bay Rd. Fort Myers Beach, FL 33931	.50		
MATLACHA PARK 4577 Pine Island Rd. N.W. Matlacha, FL 33993	6		
MARY MOODY PARK 915 Lakeview Dr. North Fort Myers, FL 33903	3		
MIRAMAR PARK 200 Avacado Ct. Fort Myers, FL 33905	2		
NORTH PARK 2021 N. Tamiami Trail North Fort Myers, FL 33903	10		

<b>SITE</b>	<b>ACREAGE (EST)</b>	<b>COST PER MOW</b>	<b>OPTION A: COST PER TRIM &amp; EDGE</b>
NORTH POOL 5170 Orange Grove Blvd. North Fort Myers, FL 33903	1		
NORTH SHORE PARK 13001 N. Cleveland Ave. North Fort Myers, FL 33903	6		
OLGA PARK 2325 S Olga Dr. Fort Myers, FL 33905	3		
ORANGE RIVER PARK 13800 Cemetery Rd. Fort Myers, FL 33905	3		
P.D.C.(5 PLEX) 4301 Edison Ave. Fort Myers, FL 33916	8.5		
PHILLIPS PARK 5675 Sesame Drive Bokeelia, FL 33922	5		
PINE ISLAND SCHOOL 5360 Ridgewood Dr. Bokeelia, FL 33922	1		
PRAIRIE PINES PRESERVE 18400 N Tamiami Trail North Fort Myers, FL 33903	2		
ROYAL PALM PARK 300 Royal Palm Park Rd. Fort Myers, FL 33916	2		
RUTENBERG PARK 6500 S. Pointe Blvd. Fort Myers, FL 33967	10		
SAN CARLOS POOL 8208 Sanibel Blvd. South Fort Myers, FL 33967	0.5		
SAN CARLOS SCHOOL 17282 Lee Rd. Fort Myers, FL 33967	2		
SCHANDLER PARK 419 Royal Palm Park Rd. Fort Myers, FL 33905	6		
SUNCOAST SCHOOL 1856/1858 Arts Way North Fort Myers, FL 33905	5		
TERRY PARK 3410 Palm Beach Blvd. Fort Myers, FL 33916	10		
THREE OAKS PARK & RETENTION 18251 Three Oaks Parkway Fort Myers, FL 33912	20		
TICE POOL 4524 Tice St. Fort Myers, FL 33905	2		

<b>SITE</b>	<b>ACREAGE (EST)</b>	<b>COST PER MOW</b>	<b>OPTION A: COST PER TRIM &amp; EDGE</b>
TROPICAL POINT Tropical Point Drive Saint James City, FL 33956	1.5		
VETERANS PARK/SCHOOL(Plus 2 Schools) 55 Homestead Rd. Lehigh Acres, FL 33936	35		
WA-KE HATCHEE PARK 16760 Bass Rd. Fort Myers, Fl 33908	20		
WA-KE HATCHEE PARK 16760 Bass Rd. Fort Myers, Fl 33908	6		
WATERWAY PARK 5820 Poetry Lane North Fort Myers, FL 33903	6		
WILD TURKEY STRAND PRESERVE 11901 Rod & Gun Club Rd. Fort Myers, Fl 33913	1		

**GRAND TOTAL** \$ \_\_\_\_\_

**OPTION A:**

**PER ACRE COST TO MOW ADDITIONAL SITES:** \$ \_\_\_\_\_

**OPTION B:**

**HOURLY RATE TO LINE TRIM** \$ \_\_\_\_\_

**OPTION C:**

**COST OF MULCH PER BAG (NO LABOR)** \$ \_\_\_\_\_

**LABOR PER BAG TO INSTALL MULCH** \$ \_\_\_\_\_

**OPTION D:**

**COST OF MULCH PER SQUARE YARD** \$ \_\_\_\_\_

**LABOR TO INSTALL MULCH PER SQUARE YARD** \$ \_\_\_\_\_

**OPTION E:**

**PINE MULCH PER BALE** \$ \_\_\_\_\_

**PINE MULCH PER BALE LABOR** \$ \_\_\_\_\_

**OPTION F:**

**WASHED SHELL PER SQUARE YARD** \$ \_\_\_\_\_

**LABOR TO INSTALL SHELL PER SQUARE YARD** \$ \_\_\_\_\_

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

Does your firm have a location/office/facility in Lee County?

YES \_\_\_\_\_ NO \_\_\_\_\_

Address:

\_\_\_\_\_

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

Are there any modifications to the bid or specifications:

YES \_\_\_\_\_ NO \_\_\_\_\_

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the bidder being declared nonresponsive or to have the award of the bid rescinded by the County.

**MODIFICATIONS:**

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

ANTI-COLLUSION STATEMENT

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: \_\_\_\_\_

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

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

LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS  
FOR  
MOWING - PARKS

SCOPE

The intent of this quote is to acquire a vendor to provide mowing and trimming for various locations throughout Lee County for Parks and Recreation. Each site varies in size and may contain some trash. Approximately 95% of the work consists of bahia mowing including small designated areas such as bullpens, with bahia, possibly fenced in, that a riding mower cannot fit into.

Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

TERM OF AWARD

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

BASIS OF AWARD

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

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

Lee County reserves the right, at the Procurement Director's discretion, not to award certain locations listed on the proposal quote 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)

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

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.

### RIGHT TO NEGOTIATE

Lee County reserves the right to negotiate with the awarded vendor under any of the following, but not limited to, scenarios:

- Add or delete any covered services.
- Add or delete services if a budget reduction should occur.
- Add any other services or areas.

### CONSUMER PRICE INDEX ADJUSTMENT

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

### SCHEDULING OPTIONS

Since each site is different and has different requirements Parks would like to be able to schedule the following options:

On call, 7-day, 10-day or 14-day cycles. The site supervisor will determine which will work best at each site.

### MAJOR BREAKDOWNS/NATURAL DISASTERS

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

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

### DESIGNATED CONTACT

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

### 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. 08-26 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/Collier 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 three (3) years, and that has the personnel, equipment and materials located within the boundaries of Lee/Collier 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.

#### 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 or service at the quoted price.

Lee County reserves the right to add or delete services based on a mutually agreed upon price, to be negotiated between the vendor and an authorized Lee County Representative.

#### 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.

#### WORKMANSHIP AND INSPECTION

The supervision of the performance of this quote is vested wholly with Lee County Parks and Recreation. Lee County Parks 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 Parks and Recreation will give approval for payment. Lee County has the right to deny a monthly payment for work not completed for that period of time.

### TOLLS

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

### 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.

### SUPERVISION AND SAFETY

- A. 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.
- B. All vehicles and trailers shall have the contractor's name and business phone number clearly displayed during work hours and shall have a clearly displayed Best Management decal.
- C. Contractors' personnel shall wear appropriate apparel including high visibility safety vest.
- D. 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.
- E. The Contractor shall fully adhere to the Federal Occupational Safety and Health Act (OSHA)

### 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 Site 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

### A. MOWING

Mow all Bahia sod areas at a height of three to four inches (3"-4") with a rotary mower. Mowing consists of twenty-four (24) cycles per fiscal year. Since each site is different and has different requirements Parks would like to be able to schedule the following options:

On call, 7-day, 10-day or 14-day cycles. The site supervisor will determine which will work best at each site.

Please refrain from mowing sod clippings into the tree rings where possible. Any irrigation equipment damaged by mowing or trimming will be repaired at the vendor's expense. 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 Site Supervisor immediately. Any extra mowing charges submitted without prior approval will be denied.

- (1) The vendor is responsible to make sure all trash and debris are cleared from the area to be mowed.
- (2) The vendor shall be responsible for clean-up of any debris or cuttings thrown or dragged by his machinery onto adjacent property and roadways.
- (3) Any damage to buildings, trees, utilities, etc., must be reported by the vendor in writing, within 24 hours to the Site Supervisor.
- (4) All mowing must be completed within 3 calendar days after vendor's receipt of notification.
- (5) In the event that the awarded vendor cannot provide the service within the 14 calendar days as required above, Lee County reserves the right to utilize another vendor.
  - Mowing and Edging Clean-up:

Roadway, Parking Lots, 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 roadways or on sidewalks.

**In accordance with the Lee County Fertilizer BMP ordinance section 7, subsection G: grass clippings shall not be directed into storm drains, ditches, conveyances, water bodies, roadways or any other impervious surfaces. All curbs are to be cleaned of mulch debris with each visit to the site.**

- 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. 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, palm fronds, paper, plastic, aluminum, metal, glass, and tires. etc. If an illegal dump is located (defined as: centralized piles of debris, construction materials or large items such as mattresses, or household appliances)

within the limits of the project, the contractor is to contact the Site Supervisor and report the event. The contractor will not be held responsible for the cleanup of illegal dumping.

- Edging (Mowed Areas):

Edge 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. Weed eaters shall not be used for trimming or edging purposes particularly around the trees.

**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. Any trees or shrubs damaged from errant string trimmer or careless mowing will be replaced with like size, Florida #1 grade material at the cost of the Contractor.**

- Line Trimming

Line trimming is included in the quote for all sections of the Ten Mile Linear Park. Line trimming is required along fence lines, trees around structures, light poles, bollards, car stops and any areas not accessible to a mower. Line trimming will only be allowed around mulched trees with a maintained mulched bed 24" from base of the tree. Due care must be taken to avoid girdling trees.

## B. LANDSCAPE MAINTENANCE

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

Clean-up all litter in tree rings and bed areas within the project 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, palm fronds, paper, plastic, aluminum, metal, glass, and tires. If an illegal dump is located (defined as: centralized piles of debris, construction materials or large items such as mattresses, or household appliances) within the limits of the project, the contractor is to contact the Site Supervisor and report the event. The contractor will not be held responsible for the cleanup of illegal dumping.

### 2. Mulching:

Mulch refers to any of the following: Pine Nuggets, Flori-mulch, Pine Straw or Shell depending on the project location. The Contractor will refresh with the type and quality of mulch on site or as prescribed by the Site Supervisor. The County reserves the right to substitute mulch type at any time during the contract. Depending on site conditions at the time of initiating the contract, the Site Supervisor may omit or add mulching intervals as deemed necessary.

- A. Mulch shall be applied to obtain the settled depth of three inches (3"). Shell mulch shall be 0.5" – 1" size crushed, washed shell and applied to obtain a settled depth of one and one-half inches (1.5"). Mulch

shall not be within 6" of the trunk of trees and shall be applied to the drip line of trees and palms. Additional mulch shall be applied when deteriorated, at no additional cost to the county.

**B. The contractor is expected to remove any and all mulch debris from the curb, roadway and parking lots with each maintenance visit.**

**C. The use of Cypress mulch is prohibited by County Administration Code 5-9.**

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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: 3410 Palm Beach Blvd, Fort Myers, Florida 33916 Attn: Parks and Recreation Fiscal Staff. Please make sure that the purchase order number is on the invoice, otherwise it can't be processed. Also, make sure you list the dates mowed and the cost per mow and the total for the month of \_\_\_\_\_. Once the invoice has been approved by the department it can be processed for payment.

ATTACHMENT A

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

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

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

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

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

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

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

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

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LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

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

Yes \_\_\_\_\_

No \_\_\_\_\_

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

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LEE COUNTY

S O U T H W E S T F L O R I D A

Lee County Ordinance No. 08-26

Local Bidder's Preference

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

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



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

Signature

Date

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

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

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

\_\_\_\_\_ who has produced

(Print or Type Name)

\_\_\_\_\_ as identification.

(Type of Identification and Number)

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

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

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

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



LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

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

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

<b>MAILING ADDRESS</b> Lee County Procurement Mgmt. P.O. Box 398 Ft. Myers, FL 33902-0398	or Lee County Procurement Mgmt. 1825 Hendry St 3 <sup>rd</sup> Floor Ft. Myers, FL 33901
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- \_\_\_\_\_ 18. The mailing envelope **MUST** be sealed and marked with:  
 Solicitation Number \_\_\_\_\_  
 Opening Date and/or Receiving Date \_\_\_\_\_
- \_\_\_\_\_ 19. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time.  
 (Otherwise Solicitation cannot be considered or accepted.)
- \_\_\_\_\_ 20. If submitting a "NO BID" please write Solicitation 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:

\_\_\_\_\_  
 \_\_\_\_\_

