



PROJECT NO.: Q-120335

OPEN DATE: SEPTEMBER 11, 2012

AND TIME: 2:30 P.M.

*****MANDATORY*** - SEE ATTACHED NOTE**

PRE-BID DATE: AUGUST 30, 2012

AND TIME: 10:00 A. M.

LOCATION: LEE COUNTY PROCUREMENT

1825 HENDRY ST. 3rd FLOOR

FORT MYERS, FL 33901

REQUEST FOR QUOTATIONS

TITLE:

**MOWING & LANDSCAPE MAINTENANCE
FOR LEE COUNTY LIBRARIES
(STEP ONE – QUALIFICATIONS)**

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

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

PHYSICAL ADDRESS
1825 Hendry St 3rd Floor
FORT MYERS, FL 33901

BUYER: KATHY CICCARELLI, CPPB
PURCHASING AGENT
PHONE NO.: (239) 533- 5456
EMAIL:kcicarelli@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 10:00 A.M. ON THURSDAY, AUGUST 30, 2012.

THE PRE-BID WILL BE HELD IN THE PURCHASING CONFERENCE ROOM AT 1825 HENDRY ST. 3rd FLOOR FORT MYERS, FL 33901. WE WILL HAND OUT AERIAL MAPS OF THE LIBRARIES AT THE PRE-BID ONLY. THESE MAPS WILL NOT BE AVAILABLE AT ANY OTHER TIME.

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

Vendors will be required to tour the Libraries they wish to quote. In order to have the least amount of disruption to the day to day business of the Libraries please do not go inside the Library to ask questions. All questions need to be addressed to me via e-mail @ kciccarelli@leegov.com.

INTRODUCTION

OVERVIEW

Lee County Libraries is accepting qualifications from companies interested in providing mowing and landscape maintenance service for various Lee County Libraries.

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”**

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, 3rd 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 Purchasing, 1825 Hendry Street, 3rd Floor, Fort Myers, FL 33901, before the given deadline. Pricing information received after this date and time will not be accepted.

GENERAL CONDITIONS

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

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

1. **SUBMISSION OF QUOTE:**

- a. Quotations 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 Quote”
 - 2. Name of the firm submitting the quotation
 - 3. Title of the quotation
 - 4. Quotation number

- b. The Quotation must be submitted in duplicate as follows:
 - 1. The original consisting of the Lee County quote forms completed and signed.
 - 2. A copy of the original quote forms for the Director.

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

- d. **QUOTES RECEIVED LATE:** It is the quoter’s responsibility to ensure the quote is received by the Division of Procurement Management prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays

by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.

- e. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- 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 QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw 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 quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- i. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the quote **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is 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 quoted, it is the vendor's responsibility to name such product with

his quote and to prove to the County that said product is equal to the product specified. Lee County **shall** be the sole judge as to whether a product being offered by the quoter is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation will require a specific product only, as stated in the detailed specifications.)

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

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

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

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

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

6. **PRE-BID CONFERENCE**

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

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

7. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

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

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

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

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

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 QUOTERS** (unless otherwise noted)

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

11. **MATERIAL SAFETY DATA SHEETS**

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

12. **MISCELLANEOUS**

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

13. **WAIVER OF CLAIMS**

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

14. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any quote and a part of these specifications that the submission of any quote in response to this request constitutes a quote

made under the same conditions, for the same price, and for the same effective period as this quote, to any other governmental entity.

15. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

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

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

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

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

d) **Anti-Discrimination**

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

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

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

recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

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

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

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

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

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

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

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

16. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document

compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

17. **DRUG FREE WORKPLACE**

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

18 **REQUIRED SUBMITTALS**

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

19. **TERMINATION**

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

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

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

20. **CONFIDENTIALITY**

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

21. **ANTI-LOBBYING CLAUSE**

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

22. **INSURANCE (AS APPLICABLE)**

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

**LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR
MOWING & LANDSCAPE MAINTENANCE FOR LEE COUNTY LIBRARIES**

DATE SUBMITTED: _____

VENDOR NAME: _____

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the “General Conditions”, and the “Detailed Specifications”, all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers:

In order for your quotation to be considered vendors should complete and return pages 14, 15, 19, 20, 21, 22, 29, 30, 31, 32, 33, 34, 35, 36, 42 and 43.

ANTI-COLLUSION STATEMENT

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

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S. # _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

DUNS #: _____

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: _____

E-MAIL ADDRESS: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
MOWING & LANDSCAPE MAINTENANCE FOR LEE COUNTY LIBRARIES
(STEP ONE – QUALIFICATIONS)**

SCOPE

The intent of this quote is to provide mowing and landscape maintenance for various Libraries throughout Lee County.

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 14, 15, 19, 20, 21, 22, 29, 30, 31, 32, 33, 34, 35, 36, 42 and 43.

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

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

Firms 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 Purchasing, 1825 Hendry Street, 3rd Floor, Fort Myers, FL 33901, before the given deadline. Pricing information received after this date and time will not be accepted.

CONTRACTS/AGREEMENTS

The purchase order will serve as the contract agreement for this quotation. 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.

METHOD OF PAYMENT

The payment will be made to the vendor in twelve (12) monthly installments, after receipt of an invoice from the vendor at the end of each time period of one (1) month. The invoice must list the dates mowed and cost per mow. The maintenance charged for the month should also be for the previous month's service period and the cost per month for maintenance should also be listed...

ASSIGNMENT OF THIS CONTRACT

The awarded quoter shall not assign, transfer or sub-contract any portion of this agreement. **No sub-contractors are to be used for this quote without the approval of the Facilities Coordinator.**

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

REQUIRED SUBMITTALS

1. Criteria One - Company History
2. Criteria Two - Licensing and Certificate Requirements
3. Criteria Three - Insurance Requirements(Certificate or letter from your insurance company stating that you can obtain the required insurance)
4. Criteria Four - Performance Bond (A letter from a surety company stating that you are approved for the bond and can obtain it within twenty-one calendar days from receiving the written notice of award.
5. Criteria Five - Experience and References
6. Criteria Six – Florida Friendly Landscaping Experience & References
7. Criteria Seven - Equipment – Owned or leased
8. Step Two

CRITERIA TWO – LICENSING AND CERTIFICATE REQUIREMENTS

PESTICIDE LICENSES

Provide proof of a State of Florida pesticide license for all those that will be working on the various projects. Please provide copies of all employees' licenses. You must have a Pesticide license at the time that your bid is submitted.

In the event of an award, a Material Safety Data Sheet in compliance with the standards set forth in the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (H.C.S.), 29 CFR 1910, 1200, shall be provided.

<u>NAME</u>	<u>TYPE OF LICENSE</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ARBORIST CERTIFICATION

The Library is requiring that an arborist develop a plan for the trimming of all the shrubs and trees of the Libraries that you are awarded. Also, that the arborist be present to supervise the first trimming of all plants, shrubs and trees. The arborist will be responsible to make sure that all of the trimming of the plants, shrubs and trees is done properly and be available to advise on any conditions that may occur with any of the shrubs or trees and work with the Library Facility Coordinator. The arborist does not have to be employed by the vendor but be readily available when needed.

NAME

TYPE OF LICENSE

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

CRITERIA THREE– 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.

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.***

CRITERIA FOUR- 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.

If your total bid is under \$100,000 we will not require a bond. If you are awarded a section of the bid that is under \$100,000 you will not have to furnish a bond. If you are awarded more than one section and they total over a \$100,000 then you must furnish us with a bond.

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 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 for non-payment of debts incurred during the successful quoter's performance under such contract.

Only the form provided with the contract documents will be accepted.

QUALIFICATIONS OF SURETY COMPANIES

In order to be acceptable to the County, a surety company issuing quotation guaranty bonds or performance bonds in the amount listed, called for herein, shall meet and comply with the following minimum standards:

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 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 the bond provided to Lee County shall extend for the term of the contract.

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. 9304-9308.

Sureties on projects in excess of \$500,000.00 shall comply with the above minimum provisions as well as being rated through 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).

BOND NO.: _____

PERFORMANCE BOND

I. KNOW ALL MEN BY THESE PRESENTS: That (Name, Full Address & Phone # of Awardee), the Service Provider, as Principal, and , Surety, located at: _____

(Business Address)

are held and firmly bound unto the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, P O Box 398, Fort Myers, FL 33901, (941) 689.7385, a Political Subdivision of the State of Florida, as Obligee in the sum of (Amount of Bond Written in Words) (\$ _____) Dollars,

lawful money of the United States, for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

II. WHEREAS, Principal has entered into that certain contract (hereinafter "the Contract") dated the _____ day of _____, 20____, with Obligee for: Legal Description - (Legal Description, of Project including Strap #), who's address is (Project Address) for the project known as (Bid # and Full Project Title), in accordance with the conditions and provisions further described in the aforementioned contract, which is by reference made a part hereof.

III. THE CONDITIONS OF THIS BOND are that if Principal:

1. Fully, promptly, and faithfully performs the contract at the times and in the manner prescribed in the contract, and
2. Promptly makes payments to all claimants, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Obligee any and all losses, damages, costs and attorney's fees that Obligee sustains because of any default by Principal under the contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
4. Performs the guarantee of all work and materials furnished under the contract applicable to the work and materials, then this bond is void; otherwise it remains in full force.
5. The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligation under this bond, and it does hereby waive notice of any such changes, extension of time, alterations or additions to the terms of the Contract or to work or to the specifications.
6. In no event shall the Surety be liable in the aggregate to Obligee for more than the penalty of its performance bond regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under several seals this _____ day of _____, 20__ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL: _____

BY: _____
Authorized Signature (Principal)

Printed Name

Title of Person Signing Above

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this
____ day of _____, 20__, by _____
(Print or Type Name)

who has produced _____
(Type of Identification and Number)
as identification.

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

BY: _____

As Attorney in Fact (Attach Power)

Printed Name

Agency Name

Agency Mailing Address

Agency Telephone Number

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this
____ day of _____, 20__, by

(Print or Type Name)
who has produced _____
(Type of Identification and Number)
as identification.

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

CRITERIA FIVE – EXPERIENCE AND REFERENCES

The vendor should have a minimum of 5 years experience in maintenance and mowing of in South Florida. Please provide us with a minimum of at least three (3) references. The services provided to these clients should have characteristics as similar as possible to those we are requesting. Please include:

Project description and work specifications, names and telephone numbers of people related to the job and familiar with your work and date of service. Please include the dollar amount. Make sure your reference includes not only mowing but landscaping as well. Please include pictures of areas that you have done and maintain. The Library staff may request to look at some of your current work.

All of our Libraries are highly used and respected by the public. Therefore, the public lets us know how it looks. So, it is very important that the Libraries look as close to perfect as possible all the time.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your proposal.

REFERENCE #1

Name of Firm: _____

Address: _____

Contact Person: _____

Phone Number: _____

E-mail address: _____

Project Description and work specification: _____

Dates of Service: _____

Dollar Amount: _____

REFERENCE #2

Name of Firm: _____

Address: _____

Contact Person: _____

Phone Number: _____

E-mail address: _____

Project Description and work specification: _____

Dates of Service: _____

Dollar Amount: _____

REFERENCE #3

Name of Firm: _____

Address: _____

Contact Person: _____

Phone Number: _____

E-mail address: _____

Project Description and work specification: _____

Dates of Service: _____

Dollar Amount: _____

CRITERIA SIX – FLORIDA FRIENDLY LANDSCAPING

A. Some of our Libraries are using Florida Friendly plants in their Landscaping. Please tell us about your experience working with Florida Friendly plants and gardens. Please include pictures and locations, within a 30 mile radius so personnel from the Library can visit the location if they choose to do so.

B. Please list three references for Florida Friendly Landscaping only. It should be areas that you have maintained for at least one-year. Please include pictures.

REFERENCE #1

Name of Firm: _____

Address: _____

Contact Person: _____

Phone Number: _____

E-mail address: _____

Project Description and work specification: _____

Dates of Service: _____

Dollar Amount: _____

REFERENCE #2

Name of Firm: _____

Address: _____

Contact Person: _____

Phone Number: _____

E-mail address: _____

Project Description and work specification: _____

Dates of Service: _____

Dollar Amount: _____

REFERENCE #3

Name of Firm: _____

Address: _____

Contact Person: _____

Phone Number: _____

E-mail address: _____

Project Description and work specification: _____

Dates of Service: _____

Dollar Amount: _____

CRITERIA SEVEN- EQUIPMENT

Please provide a list of owned and/or leased equipment to include make, year and size and if it owned or leased and if leased the date the lease expires.

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 STEP ONE:
MOWING & LANDSCAPE MAINTENANCE FOR LEE COUNTY LIBRARIES**

NAME OF VENDOR: _____

1. Has this vendor provided mowing and landscape maintenance for your facility?

Yes _____ No _____

2. How long have they provided this mowing and maintenance for 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. Does the vendor complete the job in a reasonable amount of time?

8. Has the vendor ever planted any items for you, plants, shrubs or trees?

How would you rate the job?

Excellent _____ Satisfactory _____ Poor _____

9. How would you rate the vendor's response time to your requests for plants, shrubs or trees?

Excellent_____ Satisfactory_____ Poor_____

10. How would you rate the quality of the plants, shrubs or trees?

Excellent_____ Satisfactory_____ Poor_____

11. Has the vendor ever started a job and not completed it?

Yes_____ No_____

12. Has the vendor started a job and you had to call him back more than once to complete the job?

Yes_____ No_____

13. Did you receive any complaints about the vendor such as mowing recklessly, not having proper signs posted, throwing stones from the mower, damaging vehicles or hurting pedestrians, etc.

Yes_____ No_____ Explanation:_____

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

Yes_____ No_____ Explanation:_____

15. Would you recommend contracting with this vendor?

Yes_____ No_____ If No, please explain:

OVERALL COMMENTS:

NAME OF REFERENCE CALLED:

DATE/TIME: _____ VERIFIED BY: _____

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 STEP ONE:
MOWING & LANDSCAPE MAINTENANCE FOR LEE COUNTY'S LIBRARIES
(FLORIDA FRIENDLY MAINTENANCE)**

NAME OF VENDOR: _____

1. Has this vendor provided maintenance for Florida friendly areas for your facility?

Yes _____ No _____

2. How long have they provided this maintenance for your facility?

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

4. Approximately how large is the area serviced?

5. Did the vendor design and plant the area?

6. Does the vendor know how to properly trim the plants?

Has the vendor ever trimmed the plants improperly, such as cutting them too short causing damage to the plants, etc.?

**EVALUATION SHEET FOR:
STEP ONE – MOWING & LANDSCAPE MAINTENANCE FOR LEE COUNTY LIBRARIES**

VENDOR NAME: _____

CRITERIA ONE – COMPANY HISTORY

PASS _____ FAIL _____

CRITERIA TWO – LICENSING AND CERTIFICATE REQUIREMENTS

PASS _____ FAIL _____

CRITERIA THREE – INSURANCE REQUIREMENTS

PASS _____ FAIL _____

CRITERIA FOUR – PERFORMANCE BOND

PASS _____ FAIL _____

CRITERIA FIVE – EXPERIENCE AND REFERENCES

PASS _____ FAIL _____

CRITERIA SIX – EXPERIENCE AND REFERENCES- FLORIDA FRIENDLY

PASS _____ FAIL _____

CRITERIA SEVEN – EQUIPMENT – OWNED OR LEASE

PASS _____ FAIL _____

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
Date

Title

STATE OF _____

COUNTY OF _____

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

(Print or Type Name)

_____ as identification.

(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

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

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

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

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

- ___ 12. The mailing envelope has been addressed to:

MAILING ADDRESS	PHYSICAL ADDRESS
Lee County Procurement Mgmt.	Lee County Procurement Mgmt.
P.O. Box 398 or	1825 Hendry St 3 rd Floor
Ft. Myers, FL 33902-0398	Ft. Myers, FL 33901

- ___ 13. The mailing envelope **MUST** be sealed and marked with:
Quote Number
Opening Date and/or Receiving Date

- ___ 14. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)

- ___ 15. If submitting a "NO BID" please write quote number here _____
and check one of the following:
 ___ Do not offer this product ___ Insufficient time to respond.
 ___ Unable to meet specifications (why)
 ___ Unable to meet bond or insurance requirement.
 Other: _____

Company Name and Address:



PROJECT NO.: Q-120335

OPEN DATE: SEPTEMBER 11, 2012

AND TIME: 2:30 P.M.

*****MANDATORY*** - SEE ATTACHED NOTE**

PRE-BID DATE: AUGUST 30, 2012

AND TIME: 10:00 A.M.

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

REQUEST FOR QUOTATIONS

**TITLE:
MOWING & LANDSCAPE MAINTENANCE
FOR LEE COUNTY LIBRARIES
(STEP TWO – PRICING)**

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

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

PHYSICAL ADDRESS
1825 Hendry St 3rd Floor
FORT MYERS, FL 33901

BUYER: KATHY CICCARELLI
PURCHASING AGENT
PHONE NO.: (239) 533- 5456
EMAIL: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 10:00 A.M. ON THURSDAY, AUGUST 30, 2012.

THE PRE-BID WILL BE HELD IN THE PURCHASING CONFERENCE ROOM AT 1825 HENDRY ST. 3rd FLOOR FORT MYERS, FL 33901. WE WILL HAND OUT AERIAL MAPS OF THE LIBRARIES AT THE PRE-BID ONLY. THESE MAPS WILL NOT BE AVAILABLE AT ANY OTHER TIME.

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

Vendors will be required to tour the Libraries they wish to quote. In order to have the least amount of disruption to the day to day business of the Libraries please do not go inside the Library to ask questions. All questions need to be addressed to me via e-mail @ kciccarelli@leegov.com.

INTRODUCTION

OVERVIEW

Lee County Libraries is accepting qualifications from companies interested in providing mowing and landscape maintenance service for various Lee County Libraries.

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”**

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, 3rd 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 Purchasing, 1825 Hendry Street, 3rd Floor, Fort Myers, FL 33901, before the given deadline. Pricing information received after this date and time will not be accepted.

GENERAL CONDITIONS

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

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

1. **SUBMISSION OF QUOTE:**

- a. Quotations 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 Quote"
 - 2. Name of the firm submitting the quotation
 - 3. Title of the quotation
 - 4. Quotation number
- b. The Quotation must be submitted in duplicate as follows:
 - 1. The original consisting of the Lee County quote forms completed and signed.
 - 2. A copy of the original quote forms for the Director.
- c. The following must be submitted along with the quotation in a separate envelope. This envelope must be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information must be submitted in duplicate.
 - 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
 - 2. Warranties and guarantees against defective materials and workmanship.
- d. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure the quote is received by the Division of Procurement Management prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- e. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- 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 QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the

quote-opening date and time. Such a request to withdraw 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 quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- i. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the quote **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is 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 quoted, it is the vendor's responsibility to name such product with his quote and to prove to the County that said product is equal to the product specified. Lee County **shall** be the sole judge as to whether a product being offered by the quoter is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation will require a specific product only, as stated in the detailed specifications.)

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

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

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

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

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

6. **PRE-BID CONFERENCE**

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

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

7. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

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

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

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

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

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 QUOTERS** (unless otherwise noted)

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

11. **MATERIAL SAFETY DATA SHEETS**

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

12. **MISCELLANEOUS**

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

13. **WAIVER OF CLAIMS**

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

14. **AUTHORITY TO PIGGYBACK**

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

15. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

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

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

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

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

d) **Anti-Discrimination**

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

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

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be

limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

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

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

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

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

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

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

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

16. **AUDITABLE RECORDS**

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

17. **DRUG FREE WORKPLACE**

Whenever two or more quotes/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a quote/proposal received from a business that certifies that it has implemented a drug-free workplace program shall

be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

18. **REQUIRED SUBMITTALS**

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

19. **TERMINATION**

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

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

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

20. **CONFIDENTIALITY**

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

21. **ANTI-LOBBYING CLAUSE**

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

22. **INSURANCE (AS APPLICABLE)**

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

**LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR
MOWING & LANDSCAPE MAINTENANCE FOR LEE COUNTY LIBRARIES**

DATE SUBMITTED: _____

VENDOR NAME: _____

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the “General Conditions”, and the “Detailed Specifications”, all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers:

Note: Vendors shall be aware that the County reserves the right to delete either sections at a location or entire locations over the term of this quote. No guarantees are expressed or implied as to the amount of work that will remain.

<u>AREA ONE</u>	<u>TOTAL ANNUAL CHARGES</u>
Cape Coral – Lee County Public Library 921 SW 39 th Terrace Cape Coral, FL 33914	\$ _____
MULCH (one time application of entire site)	\$ _____
LABOR (only) to install mulch	\$ _____
PINE NUGGETS (one time application of entire site)	\$ _____
LABOR (only) to install nuggets	\$ _____
<u>GRAND TOTAL AREA ONE</u>	<u>\$ _____</u>

AREA TWO

TOTAL ANNUAL CHARGES

North Fort Myers Public Library
2001 N Tamiami Trail NE
North Fort Myers, FL 33903 \$ _____

MULCH (one time application of entire site) \$ _____

LABOR (only) to install mulch \$ _____

PINE NUGGETS (one time application of entire site) \$ _____

LABOR (only) to install nuggets \$ _____

Dunbar Jupiter Hammon Public Library
3095 Blount Street
Fort Myers, FL 33916 \$ _____

MULCH (one time application of entire site) \$ _____

LABOR (only) to install mulch \$ _____

PINE NUGGETS (one time application of entire site) \$ _____

LABOR (only) to install nuggets \$ _____

*Library Administration (combine with the Fort Myers Library)
2345 Union Street
Fort Myers, Fl 33901 \$ _____

MULCH (one time application of entire site) \$ _____

LABOR (only) to install mulch \$ _____

PINE NUGGETS (one time application of entire site) \$ _____

LABOR (only) to install nuggets \$ _____

*Fort Myers Library
2050 Central Avenue
Fort Myers, Fl33901 \$ _____

MULCH (one time application of entire site) \$ _____

LABOR (only) to install mulch \$ _____

PINE NUGGETS (one time application of entire site) \$ _____

LABOR (only) to install nuggets \$ _____

GRAND TOTAL AREA TWO \$ _____

***NOTE: THE FORT MYERS LIBRARY MAY BE REPLACED BY A NEW LIBRARY. THE MOWING AND MAINTENANCE FOR THE NEW FACILITY WILL BE NEGOTIATED WITH THE VENDOR UPON ITS COMPLETION.**

AREA THREE

TOTAL ANNUAL CHARGES

East County Regional Library
881 Gunnery Road
Lehigh Acres, FL 33971 \$ _____

MULCH (one time application of entire site) \$ _____

LABOR (only) to install mulch \$ _____

PINE NUGGETS (one time application of entire site) \$ _____

LABOR (only) to install nuggets \$ _____

GRAND TOTAL AREA THREE \$ _____

AREA FOUR

TOTAL ANNUAL CHARGES

Bonita Springs Public Library
26876 Pine Avenue
Bonita Springs, FL 34135 \$ _____

MULCH (one time application of entire site) \$ _____

LABOR (only) to install mulch \$ _____

PINE NUGGETS (one time application of entire site) \$ _____

LABOR (only) to install nuggets \$ _____

South County Regional Library
21100 Three Oaks Pkwy.

Estero, FL 33928 \$ _____

MULCH (one time application of entire site) \$ _____

LABOR (only) to install mulch \$ _____

PINE NUGGETS (one time application of entire site) \$ _____

LABOR (only) to install nuggets \$ _____

GRAND TOTAL AREA FOUR \$ _____

AREA FIVE

TOTAL ANNUAL CHARGES

Pine Island Public Library
10700 Russell Road NW
Bokellia, FL 33922 \$ _____

MULCH (one time application of entire site) \$ _____

LABOR (only) to install mulch \$ _____

PINE NUGGETS (one time application of entire site) \$ _____

LABOR (only) to install nuggets \$ _____

GRAND TOTAL AREA FIVE \$ _____

AREA SIX

TOTAL ANNUAL CHARGES

Northwest Regional Library
519 Chiquita Blvd. N.
Cape Coral, FL 33993 \$ _____

MULCH (one time application of entire site) \$ _____

LABOR (only) to install mulch \$ _____

PINE NUGGETS (one time application of entire site) \$ _____

LABOR (only) to install nuggets \$ _____

AREA SEVEN

TOTAL ANNUAL CHARGES

Lakes Regional Library
15290 Bass Rd.
Fort Myers, FL 33919

\$ _____

MULCH (one time application of entire site)

\$ _____

LABOR (only) to install mulch

\$ _____

PINE NUGGETS (one time application of entire site)

\$ _____

LABOR (only) to install nuggets

\$ _____

GRAND TOTAL (AREAS ONE, TWO, THREE, FOUR, FIVE, SIX AND SEVEN,)

\$ _____

OPTION "A" - HOURLY RATE PER PERSON, FOR WORK NOT COVERED IN

THIS CONTRACT

\$ _____

OPTION "B" - HOURLY RATE FOR THE ARBORIST

\$ _____

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

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

Yes _____ No _____

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

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

Are there any modifications to the quote or specifications?

Yes _____ No _____

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

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

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S. # _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

DUNS #: _____

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: _____

E-MAIL ADDRESS: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS FOR:
MOWING & LANDSCAPE MAINTENANCE FOR LEE COUNTY LIBRARIES**

SCOPE

The intent of this quote is to provide mowing and landscape maintenance services to all of the various Libraries in Lee County to include but not limited to: tree care and trimming, mowing, weeding, mulching and fertilization, pest and weed control, plant replacement etc. Some of the Libraries have all native gardens of which you will be asked to upkeep and maintain.

Vendors will be required to tour the Libraries they wish to quote. In order to have the least amount of disruption to the day to day business of the Libraries please do not go inside the Library to ask questions. All questions need to be addressed to me via e-mail @ kciccarelli@leegov.com.

BASIS OF AWARD

The basis of award for this quote will be the low quoter by area (i.e. Area One) meeting specifications or overall low quoter meeting specifications.

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

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

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

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

TERM OF QUOTE

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

VENDOR REQUIREMENTS

Vendors submitting quotes must be able to schedule personnel appropriately to service these sites as necessary, and as climatic conditions change. The company must have available the equipment and personnel necessary to service the site(s) of

this size and type.

The awarded Vendor(s) will be required to submit a monthly schedule showing the mowing, maintenance, weed control, pesticide, fertilization, trimming of the shrubs when required, etc. to the Facilities Coordinator.

WORKMANSHIP AND INSPECTION

Vendors will be required to tour the Libraries they wish to quote. In order to have the least amount of disruption to the day to day business of the Libraries please do not go inside the Library to ask questions. All questions need to be addressed to me via e-mail @ kciccarelli@leegov.com.

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

CONSUMER PRICE INDEX ADJUSTMENT

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.

TOLLS

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

MAJOR BREAKDOWNS/NATURAL DISASTERS

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

ADDING OR DELETING OF SITES OR SERVICES

At Lee County's discretion, sites may be added or deleted.

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

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

At Lee County's discretion, sites and parts of sites listed within the price proposal may be deleted. If part of a site is deleted, the payment will be reduced proportionate to the amount of space deleted.

The Lee Library may add or delete services at any time. The pricing will be negotiated with the vendor to either add or delete the service.

ASSIGNMENT OF THIS CONTRACT

The vendor shall not assign, transfer or sub-contract any portion of this agreement unless prior permission is granted by a Library representative.

SUPERVISION AND SAFETY

The Vendor shall be responsible for the supervision and direction of the work performed by his employees and shall, at all times provide a full time manager or crew leader on the premises to carry out the responsibility. The manager or crew leader shall have the authority to act as agent for the Vendor in his/her absence, and shall be fully qualified to implement the contract specifications.

The Vendor shall be responsible for instructing his employees in all safety measures. All equipment used by the awarded vendor shall be maintained in a safe operating condition. At all times it shall be free from defects or wear which may in any way constitute a hazard to any person or persons on County property. All electrical equipment shall be properly grounded. All employees will wear proper personal protective equipment while working on County premises.

During work hours a qualified and competent English speaking person, who is authorized to supervise, must be on site to supervise the maintenance operations and to represent and act for the vendor.

MATERIALS AND EQUIPMENT

The Vendor shall be responsible for the complete performance of all work and for the methods, means and equipment used, and for all materials, tools, apparatus, and property of every description used in connection therewith.

The apparent successful quoter shall furnish MSDS sheets for all chemicals to be utilized under this quotation, within 10 days after the award of the quotation.

The Vendor shall furnish and maintain all the necessary equipment. The County may conduct an inspection at any time to verify equipment condition.

TECHNICAL REQUIREMENTS:

The Vendor is encouraged to visit the work sites and familiarize themselves with the conditions as they exist and the operations to be carried out under this quote. Vendor shall make such investigation 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.

MOWING

The awarded vendor will receive a walk-through of each of the sites to answer any minor procedural questions about the mowing process at a specific site.

The vendor shall remove any trash or debris prior to mowing the properties so as not to disperse trash around or damage their equipment.

The turf shall be mowed to a horticultural accepted height for the grass species and the time of the year (usual height 3"-4"). The turf shall be mowed once each week during the growing season and as necessary, as determined by the vendor and the Facilities Coordinator during the remainder of the year. The length of the growing season may vary from year to year. Vendor shall be available and able to mow throughout the year, exclusive of major holiday.

The vendor shall be responsible for cleanup of any debris or cuttings thrown or dragged by his machinery onto adjacent property and roadways.

Any damage to buildings, trees, utilities, etc. shall be reported by the vendor to the Library's representative within 24 hours.

Immediately after mowing, the Vendor shall rake, vacuum or otherwise remove all grass clippings, litter, debris, etc., from the ground and from areas adjacent to those mowed, to include, but not limited to walkways, curbs, drives, roadways, beds, buildings, fences, etc.

Vendor shall mow in such a manner as to not propel clippings, debris, etc. towards the buildings, planting beds or other mulched areas.

NOTE: When service is requested by the County, should either the mowers or any of the other required equipment not be operational, the awarded vendor shall be responsible for renting equipment similar to what is specified herein. ANY COST INVOLVED IN THE RENTAL OF EQUIPMENT SHALL BE AT NO ADDITIONAL CHARGE TO LEE COUNTY.

TURF CARE

The Vendor shall maintain proper grass growth through fertilizers, weed inhibitors and if needed, reseeding.

Turf shall receive a minimum of four lbs. of nitrogen per 1,000 sq. ft. distributed evenly between four applications per year, normally in February, May, July and September. Pest control for turf will be on an as needed basis for all insects such as, but not limited to, chinch bugs, crickets, mole crickets, ants, grub worms, white flies, etc.

LINE TRIMMING

Line trimming is required along fence lines, trees, around structures, light poles, bollards, car stops, any areas not accessible to a mower and sidewalk edging. Line trimming will be only allowed around mulched trees with a maintained mulched bed of 24" from the base of the tree. Due care must be taken to avoid girdling trees. Any trees without a maintained mulched area at the base of the tree are not to be line trimmed.

SPRINKLER HEADS

The vendor shall maintain proper operating conditions around all sprinkler heads. Please make sure that all the grass is removed from around the sprinkler heads so they may function properly.

Any damage to sprinkler systems must be reported to the Facilities Coordinator on the day it occurs. Such repairs will be at the vendor's expense if caused by the vendor's employees. Lee County will make such repairs as necessary and deduct from payment due.

EDGING

The Vendor shall edge all drives, curbs, parking areas, walkways, fences, and/or any other area that can be edged, on each site visit. Edging shall be performed by using a mechanical edger. This will include against planting beds that are mulched, careful not to disturb the mulch. If the vendor disturbs the mulched area he must smooth out the mulch or replace the mulch at his own expense.

REMOVAL, HAULING AND DISPOSAL OF MATERIAL

The Vendor shall remove from walkways, drives, Parking areas, roadways and curbs all materials resulting from maintenance of the area, to include: grass clippings, debris, fallen fronds, and branches. All trash, including bottles, cans, broken glass and papers, shall be removed from the area.

The Vendor shall in his own containers and at his own expense, remove and properly dispose of (not on County's/City's right-of-way or property) all waste materials described herein. Debris must be properly disposed of according to local codes and ordinances.

PAVEMENT CLEANING AND SWEEPING

Parking areas shall be cleaned each visit with leaf blowers and conspicuous litter shall be removed.

NOTE: NO POWER BLOWING MAY BE DONE BETWEEN THE HOURS OF 7:30 A.M. AND 5:00 P.M. MONDAY THROUGH FRIDAY AT THE LIBRARIES ADMINISTRATION BUILDING.

TREE CARE

Vendor must have a registered arborist available for the purpose of overseeing all aspects of tree maintenance and care when needed. The vendor must use as minimum standards and guidelines those of the ISA (International Society of Arboriculture).

An overall assessment of the trees on the property shall be performed at the commencement of the contract and a list of recommendations for either replacement or enhancement be provided in the form of an ongoing five year plan to the Facilities Coordinator.

The vendor shall be licensed to do any applications of pesticides, fertilizers, defoliant etc. as needed to protect the healthy growth of all trees, shrubs and plantings on the Library properties

TRIMMING OF TREES

The intent of this tree trimming section is to maintain all trees through the selective, regular removal of dead or damaged branches to balance foliage canopy for the attractive and natural form, to remove crossing branches, narrow crotches, water sprouts, coconuts, berries etc. for the soundness and health of the tree, and to remove branches which may become a nuisances by rubbing structures, overhanging walkways, etc through using the services of the arborist to carry out all of these functions.

Trimming of all trees under this contract will be the responsibility of the Vendor, including labor and equipment. If it is necessary to use a boom truck for such trimmings, the Vendor will work with the Facilities Coordinator to schedule. No spiking of trees will be permitted.

Trimming of very large trees should not be more frequent that two times per year, however, the Facilities Coordinator may, under certain circumstances, request extra trimmings.

Trimming of trees around the buildings and parking lots shall be scheduled during times when the minimum amounts of people are using these areas (i.e. early morning or weekends). Vendor shall notify the Facilities Coordinator of the tree trimming schedule.

One of the main trimming events shall precede the hurricane season in order to prevent damages that may occur.

All trim work and pruning shall follow the ISA guidelines for trimming and pruning.

The Vendor shall keep all hedges, shrubs, trees, and ground cover trimmed so as to present a neat, well kept appearance. The Vendor shall keep all coconut trees free of coconuts.

Removal of diseased and damaged wood and shrubs shall be done at any time, as necessary, and not included as regular pruning.

Allow plants to grow in their natural form. Do not shear, except the hedges.

Vendor shall notify the Facilities Coordinator of any trees that are dead and need to be removed or replaced. The Library reserves the right to purchase and replace new trees or negotiate with the vendor to do so.

If there is a cost to remove a tree, prior approval must be obtained from the Facilities Coordinator.

PLANTING BEDS AND SHRUBS

Weeding shall be done on all planting beds, shrub and tree areas. Vendor shall keep all beds weed free.

During each site visit the Vendor shall smooth out the rocks or mulch in the beds, around the buildings, or on the grounds, if any.

ALL NATIVE GARDENS

For all of the Libraries that have all native plantings the planting beds should be weeded twice a month during season and once every three weeks all the other times. Care must be taken to properly trim back the native plants. All trimming must be approved by the Facilities Coordinator.

REPLACEMENT PLANTS

If at any time trees, palms, shrubs, etc. are damaged or destroyed due to vendor's negligence or failure to adhere to the requirements of this agreement, it will be the vendor's responsibility to replace and restore the site to its original condition. Approved replacements shall be furnished and planted at no additional cost to the County.

The Library reserves the right to purchase and replace new trees, shrubs or plants or to ask the awarded vendor to quote prices for replacement plants on an as needed basis.

MULCHING

During each visit the vendor will smooth out the mulch in the beds, around the buildings or anywhere on the grounds. The mulch must be maintained at all times at an acceptable depth of 3" as recommended by ISA and proper distance away from plantings and trees at no extra charge to the Library. If mulch accumulates more the 3" it is the vendor's responsibility to remove the excess mulch at no additional charge to the County.

Wherever possible no tree roots shall be surface non-mulched.

The preferred mulch will be Floramulch with a 3 inch layer unless otherwise requested. The Vendor shall follow ISA guidelines for depth and distance away from tree trunk bases to insure the healthiest conditions for trees a minimum of 2-3 inches away from the base.

The entire site may be required to be mulched. It will be at the discretion of the Facilities Coordinator.

Due to Lee County Administrative Code AC-5-9, cypress mulch is not acceptable. Cypress mulch shall not be included in the Florida Landscape Mulch.

PEST CONTROL AND FERTILIZATION

The Vendor shall be responsible for the chemical application required for fertilization, pest control, and weed control to the contracted areas, at the Vendor's expense. Personnel applying pest control chemicals must be properly trained and licensed for such application.

Shrubs, trees, vines, hedges and ground cover shall be fertilized with a complete fertilizer two to four times per year depending on type of fertilizer (slow release, pre-emergent or post-emergent, etc.).

Palms shall be fertilized with a complete palm fertilizer two to four times per year, depending on type of fertilizer (slow release, etc.).

Please provide the Library representative with a schedule for pest control and fertilization throughout the year to be approved by the Facilities Coordinator.

Pest control for turf and foliage will be on an as needed basis for all insects such as, but not limited to: chinch bugs, crickets, mole crickets, ants, grub worms, white flies, etc. Pest control will also include any type of infestation of the foliage.

EXOTIC PLANT REMOVAL

If the vendor notices some invasive or exotic plants, please notify the Facilities Coordinator so an arrangement can be made for the proper treatment and removal for invasive and exotic plants.

Lee County has a contract in place for exotic plant removal.

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.

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?

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

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.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

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

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

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

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

___ 12. The mailing envelope has been addressed to:

MAILING ADDRESS	PHYSICAL ADDRESS
Lee County Procurement Mgmt.	Lee County Procurement Mgmt.
P.O. Box 398 or	1825 Hendry St 3 rd Floor
Ft. Myers, FL 33902-0398	Ft. Myers, FL 33901

___ 13. The mailing envelope **MUST** be sealed and marked with:
Quote Number
Opening Date and/or Receiving Date

___ 14. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)

___ 15. If submitting a "NO BID" please write quote number here _____
and check one of the following:
___ Do not offer this product ___ Insufficient time to respond.
___ Unable to meet specifications (why)
___ Unable to meet bond or insurance requirement.
Other: _____

Company Name and Address:

