



PROJECT NO.: B-130194

OPEN DATE: MARCH 5, 2013

AND TIME: 2:30 P.M.

**\*\*\*MANDATORY\*\*\***

PRE-BID DATE: FEBRUARY 19, 2013

AND TIME: 10:00 A.M.

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

# REQUEST FOR BID

## TITLE:

## ATHLETIC TURF – MAINTENANCE AND RECONSTRUCTION

(STEP ONE - QUALIFICATIONS)

Advertised Date: FEBRUARY 8, 2013

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

### MAILING ADDRESS

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

### PHYSICAL ADDRESS

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

### PROCUREMENT CONTACT:

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

**\*\*\*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 FEBRUARY 19, 2013.**

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

SHOULD YOU HAVE ANY QUESTIONS PLEASE CONTACT ME AT 239-533-5456 OR e-mail: [kciccarelli@leegov.com](mailto:kciccarelli@leegov.com)

**INTRODUCTION**

**OVERVIEW**

Lee County Parks and Recreation is accepting qualifications from companies interested in providing Athletic Turf Maintenance and Reconstruction Services on an annual basis to Lee County Parks and Recreation.

**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, 3<sup>rd</sup> Floor, Fort Myers, FL 33901, before the deadline given on the cover of this solicitation. Qualifications received after this date and time will not be accepted.

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

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

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

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

**GENERAL CONDITIONS**

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

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

1. **SUBMISSION OF BID:**

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

- e. **BID CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- f. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in bidder disqualification.
- g. **WITHDRAWAL OF BID:** No bid may be withdrawn for a period of 90 days after the scheduled time for receiving bids. A bid may be withdrawn prior to the bid-opening date and time. Such a request to withdraw must be made in writing to the Director, who will approve or disapprove of the request.
- h. **COUNTY RESERVES THE RIGHT:** The County reserves the right to exercise its discretion, to waive minor informalities in any bid; to reject any or all bids with or without cause; and/or to accept the bid that in its judgment will be in the best interest of the County of Lee.
- i. **EXECUTION OF BID:** All bids shall contain the signature of an authorized representative of the bidder in the space provided on the quote proposal form. All bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bid shall be initialed.

2. **ACCEPTANCE**

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

3. **SUBSTITUTIONS**

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

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

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

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

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

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

6. **PRE-BID CONFERENCE**

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

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

7. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

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

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

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

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

8. **LEE COUNTY BID PROTEST PROCEDURE**

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

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

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

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

The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the

contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/quote/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original "Notice of Intent to File a Protest" had never been filed. Any contractor/vendor/firm submitting the County's standard bond form (CMO: 514), along with the bid/quote/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

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

Upon receipt of a timely filed "Notice of Intent to File a Protest", the Procurement Management Director or Public Works Director (as appropriate) may abate the award of the formal bid/quote/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/quote/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-



six (96) hours of the action giving rise to the contractor/vendor/firm's Protest, or as soon as may be practicable for all parties. The "Notice of Intent to File a Protest" shall serve as the grounds for the affected party's presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

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

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

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

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

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

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

9. **PUBLIC ENTITY CRIME**

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

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

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

11. **MATERIAL SAFETY DATA SHEETS**

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

12. **MISCELLANEOUS**

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

13. **WAIVER OF CLAIMS**

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

14. **AUTHORITY TO PIGGYBACK**

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

15. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

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

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

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

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

d) **Anti-Discrimination**

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

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

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

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

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

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

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

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

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

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

16. **AUDITABLE RECORDS**

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

personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

17. **DRUG FREE WORKPLACE**

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

18. **REQUIRED SUBMITTALS**

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

19. **TERMINATION**

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

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

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

20. **CONFIDENTIALITY**

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

21. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the

Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are *not* to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

22. **INSURANCE (AS APPLICABLE)**

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

LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR  
ATHLETIC TURF – MAINTENANCE AND RECONSTRUCTION

DATE SUBMITTED: \_\_\_\_\_

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

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

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

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

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

**In order for your quotation to be considered vendors should complete and return pages 14, 15, 20, 21, 23, 24, 25, 26, 34, 38, 39, 40 and 44.**

ANTI-COLLUSION STATEMENT

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

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



**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS  
FOR  
ATHLETIC TURF – MAINTENANCE AND RECONSTRUCTION**

SCOPE

The purpose of this specification is to obtain quotations for an annual contract for a qualified vendor to provide the maintenance and reconstruction of all the athletic turf throughout Lee County. The vendor would be responsible for the over-all appearance of the athletic turf as well as for the fertilization, weed and vegetation control, pest control, leveling the infield for proper drainage using a laser grader and replacement of sod where needed.

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, 20, 21, 23, 24, 25, 26, 34, 38, 39, 40 and 44.

\*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 Procurement, 1825 Hendry Street, 3<sup>rd</sup> Floor, Fort Myers, FL 33901, before the given deadline. Pricing information received after this date and time will not be accepted.

MAJOR BREAKDOWNS/NATURAL DISASTERS

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

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

TERM OF QUOTATION

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

DESIGNATED CONTACT

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

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 will be for the previous month's service period.

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.**

ATHLETIC TURF MAINTENANCE SITES

Three levels of maintenance – “AVERAGE DEMAND”, “HIGH DEMAND” and “PROFESSIONAL STADIUM FIELDS” – will be required under this quotation. What constitutes each of these maintenance levels – as well as a listing of the sites to be serviced – can be found in Step 2.

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 – Experience Requirements
3. Criteria Three – Education and Certification
4. Criteria Four – Licensing Requirements
5. Criteria Five – Vendor Background Screening Requirements
6. Criteria Six – Insurance Requirements(Certificate or letter from your insurance company stating that you can obtain the required insurance)
7. Criteria Seven – Equipment List
8. Criteria Eight – 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.
9. Criteria Nine – References
10. Step Two





**CRITERIA THREE – EDUCATION AND CERTIFICATION**

3. The vendor is required to have two supervisors who are responsible and in charge of the day to day work load. Each of these supervisors should have the following qualifications:

1) At least one supervisor will be a Certified Sports Field Manager (CSFM) certified by the STMA, Sports Turf Managers Association

2) At least one person, either the vendor or employed by the vendor, should have one of the following degrees from an accredited College or University and be assigned to service Lee County:

- a) Accredited Associate of Science in Golf or Landscape Operations
- b) Bachelors of Science Turf Grass Science or Turf Management
- c) Bachelors of Science in Agronomy or Soil Science
- d) Bachelors of Science in Horticulture

Please explain.

- 3) The supervisors must be able to meet with County Representative at anytime within a 2 hour timeframe to discuss or view operations of the vendor's staff.
- 4) They must be able to speak and understand English and report to the Lee County representative.
- 5) The supervisors must have a combined minimum of 15 years of experience of commercial athletic turf maintenance with warm seasonal grasses (Certified Bermuda 419, Certified Celebration). Please explain.
- 6) The supervisors must also have at least 10 years experience in Athletic Field Maintenance of warm season grass (Certified Bermuda 419, Certified Celebration,). Please explain.
- 7) Lee County requires at least 4 to 6 people (not including office staff) to service our account. How many employees and supervisors would you assign to Lee County? Please explain.
- 8) Tell us about your employee's experience. Does this experience include care of facilities of at least 100 acres in size? Please explain.
- 9) Are any of your employees certified agronomists? Please list all who qualify.
- 10) Does your firm have experience in the care of Certified Celebration and Certified Bermuda 419 turf grass? Please explain.
- 11) Does your firm have experience in verticutting? Please explain.
- 12) Does your firm have experience in aerification? Please explain.







**CRITERIA FOUR – LICENSING REQUIREMENTS**

4. The vendor should have a sufficient staff of licensed chemical applicators to be able to perform the work as listed in Step II of the specifications.

All vendors are required to have a Certified Pest Operator’s License. All vendors and applicators must meet state requirements. Please list the names and type of license that is held by each person that will be working with the application of chemicals and submit copies of all licenses.

NAME

TYPE OF LICENSE

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CERTIFICATE OF TRAINING BEST MANAGEMENT PRACTICES

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

NAME

CERTIFICATE NUMBER

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**CRITERIA FIVE – VENDOR BACKGROUND SCREENING REQUIREMENTS**

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

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

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

**VENDOR PROCESS FOR FINGERPRINTING**

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



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

## Lee County School District Security Credentialing Process

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

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

Contractual personnel must meet the Level 2 screening if they:

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

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

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

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

To Register:

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

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

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

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

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

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

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

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

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

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

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



Please print this page for your records

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

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

Please submit your results.

**CRITERIA SIX– INSURANCE REQUIREMENTS**

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

**INSURANCE REQUIREMENTS**

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

Requirement #1:

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

Requirement #2:

Certificate holder shall be listed as follows:

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

Requirement #3:

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

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

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
  - \$500,000 per occurrence
  - \$1,000,000 general aggregate
  - \$500,000 products and completed operations
  - \$500,000 personal and advertising injury
  
- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
  - \$500,000 combined single limit (CSL)
  - \$300,000 bodily injury per person
  - \$500,000 bodily injury per accident
  - \$300,000 property damage per accident
  
- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the



number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

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

\*The required minimum limit of liability shown in a; b; c; may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy.

**Verification of Coverage:**

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

a. The certificate holder shall read as follows:

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

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

**Special Requirements:**

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

**REQUIRED SUBMITTAL:** Please include copies of current Certificates of Insurance or a letter from your insurance company evidencing the ability of your company to be insured for the amounts required under this RFQ.

**CRITERIA SEVEN– EQUIPMENT LIST**

The awarded vendor, as a minimum, must have at least the following equipment:

- 1) Three Tractors- One with a front end loader ; only one can be a minimum of 30 hp and the other two at least 50 hp and all equipped with turf tires.
- 2) Three Sprayers-at least 150 gallons(one must be a self contained unit).
- 3) Backpack Sprayers(minimum of four).
- 4) Verticutter- must have a 2 inch spacing on blades and 1 inch to 2 inches in depth
- 5) Aerator – must have a 5/8 inch solid or core and 2 inch to 4 inch depth hole
- 6) Aerator – must have a 5/8 inch solid or core and 6 inch to 13 inch depth hole (deep tine)
- 7) Turf Vacuum
- 8) Trucks – 3 to 5
- 9) Trailers – 2 to 4
- 10) Lazer grader
- 11) Fertilizer Spreaders – hand, tractor mount
- 12) Big Roll Sod Installer with turf tires
- 13) Box Blade
- 14) Top Dresser

In the space provided on Attachment A, please provide the requested information for all of the equipment you presently own which will be utilized as part of this quote.

**NOTE: It is not necessary for vendors to have the above listed equipment in their possession in order to submit a quote. However, it shall be the responsibility of each quoter to prove to Lee County’s satisfaction that arrangements to lease, rent or purchase the required equipment, upon award, have been made.**

In the space provided on Attachment A, please list the requested information for the equipment you plan to lease, rent or purchase. Also list within how many days from notice of award you will obtain this equipment, if you are the awarded vendor.

NOTE: All equipment not presently owned must be obtained within 30 days from notice of award.

NOTE: Lee County reserves the right to inspect a vendor’s equipment inventory during the evaluation process and/or prior to award.

**EQUIPMENT LIST**

PLEASE LIST ALL OF THE EQUIPMENT YOU PRESENTLY OWN, OR WILL OBTAIN UPON AWARD OF THIS CONTRACT, WHICH WILL BE UTILIZED AS PART OF THIS QUOTE. PLEASE INDICATE WITHIN HOW MANY DAYS FROM NOTICE OF AWARD YOU WILL OBTAIN THE EQUIPMENT NOT PRESENTLY OWNED. INCLUDE QUANTITIES, MAKE, MODEL, AND AGE OF EACH ITEM; AS WELL AS THE CUTTING WIDTH(S) OF THE MOWER(S).

**PRESENTLY OWNED:**

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**WILL OBTAIN:**

**No. of Days:**

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**CRITERIA EIGHT– PERFORMANCE 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).

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.

**CRITERIA NINE – REFERENCES**

The vendor should have at least 15 years experience in commercial or Athletic Turf Maintenance of at least 100 acres per year with warm seasonal grasses (Certified Bermuda 419 and Certified Celebration). The vendor should also have 15 years experience in Athletic Field Maintenance and reconstruction with warm season grasses (Certified Bermuda 419 and Certified Celebration). Please list three references that are within a 30 mile radius from downtown Fort Myers and enclose photos of the sites. Also, the department may want to visit the sites so please make the sites available to them for a visit.

**REFERENCES**

List three accounts, within the State of Florida, to whom your firm has provided Athletic Turf Maintenance and Reconstruction. These accounts should be able and willing to provide Lee County with information regarding your firm's performance, responsiveness to needs, etc.

**REFERENCE #1**

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

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

\_\_\_\_\_

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

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

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

Project Description and work specification: \_\_\_\_\_

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







**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.**

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**REFERENCE CHECK FOR ATHLETIC TURF MAINTENANCE & RECONSTRUCTION**

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

1. Has this vendor provided athletic turf maintenance and reconstruction to your facility?  
Yes \_\_\_\_\_ No \_\_\_\_\_

2. How long have they provided this maintenance to your facility?  
\_\_\_\_\_

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

4. Approximately how large is the area serviced? How many acres? How many ball fields?  
\_\_\_\_\_

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 do Laser Grade?  
Yes \_\_\_\_\_ No \_\_\_\_\_

8. Does the vendor do Rotadairon(reverse till)?  
Yes \_\_\_\_\_ No \_\_\_\_\_

9. Does the vendor do deep tine aerification?  
Yes \_\_\_\_\_ No \_\_\_\_\_

10. Has this vendor done any turf reconstruction work for you? If so, were you satisfied with the completed work?

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

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

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

\_\_\_\_\_

12. Would you recommend contracting with this vendor?

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

**EVALUATION SHEET FOR ATHLETIC TURF MAINTENANCE & RECONSTRUCTION**

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

CRITERIA 1 – COMPANY HISTORY

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

CRITERIA 2 – EXPERIENCE REQUIREMENTS

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

CRITERIA 3 – EDUCATION AND CERTIFICATION

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

CRITERIA 4 – LICENSING REQUIREMENTS

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

CRITERIA 5 – BACKGROUND CHECK

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

CRITERIA 6 – INSURANCE REQUIREMENTS

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

CRITERIA 7 – EQUIPMENT LIST

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

CRITERIA 8 – PERFORMANCE BOND

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

CRITERIA 9 – REFERENCES

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

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

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

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

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

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

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

AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS

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

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

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

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

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

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

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

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

(Print or Type Name)  
\_\_\_\_\_ as identification.  
(Type of Identification and Number)

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

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

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

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

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

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

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

<b>MAILING ADDRESS</b>		<b>PHYSICAL ADDRESS</b>
Lee County Procurement Mgmt.		Lee County Procurement Mgmt.
P.O. Box 398	or	1825 Hendry St 3 <sup>rd</sup> Floor
Ft. Myers, FL 33902-0398		Ft. Myers, FL 33901
- \_\_\_\_\_ 18. The mailing envelope **MUST** be sealed and marked with:
  - Solicitation Number \_\_\_\_\_
  - Opening Date and/or Receiving Date \_\_\_\_\_
- \_\_\_\_\_ 19. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)
- \_\_\_\_\_ 20. If submitting a "NO BID" please write Solicitation number here \_\_\_\_\_ and check one of the following:
  - \_\_\_\_\_ Do not offer this product \_\_\_\_\_ Insufficient time to respond.
  - \_\_\_\_\_ Unable to meet specifications (why)
  - \_\_\_\_\_ Unable to meet bond or insurance requirement.
  - Other: \_\_\_\_\_

Company Name and Address:  
 \_\_\_\_\_  
 \_\_\_\_\_





PROJECT NO.: B-130194

OPEN DATE: MARCH 5, 2013

AND TIME: 2:30 P.M.

**\*\*\*MANDATORY\*\*\***

PRE-BID DATE: FEBRUARY 19, 2013

AND TIME: 10:00 A.M.

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

# REQUEST FOR BID

## TITLE:

## ATHLETIC TURF – MAINTENANCE AND RECONSTRUCTION

(STEP TWO – PRICING)

Advertised Date: FEBRUARY 8, 2013

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

### MAILING ADDRESS

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

### PHYSICAL ADDRESS

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

### PROCUREMENT CONTACT:

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



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

VENDORS...

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

IT IS THE COUNTY'S POLICY TO START PRE-BIDS PROMPTLY AT THE TIME LISTED ON THE COVER PAGE OF THE SOLICITATION – IN THIS CASE **10:00 A.M. ON FEBRUARY 19, 2013.**

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

SHOULD YOU HAVE ANY QUESTIONS PLEASE CONTACT ME AT 239-533-5456 OR e-mail @kcicarelli@leegov.com.

**INTRODUCTION**

**OVERVIEW**

Lee County Parks and Recreation is accepting qualifications from companies interested in providing Athletic Turf Maintenance and Reconstruction Services on an annual basis to Lee County Parks and Recreation.

**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, 3<sup>rd</sup> Floor, Fort Myers, FL 33901, before the deadline given on the cover of this solicitation. Qualifications received after this date and time will not be accepted.

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

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

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

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

**GENERAL CONDITIONS**

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

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

1. **SUBMISSION OF BID:**

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

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

2. **ACCEPTANCE**

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

3. **SUBSTITUTIONS**

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

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

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

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

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

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

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

6. **PRE-BID CONFERENCE**

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

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

7. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

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

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

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

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

8. **LEE COUNTY BID PROTEST PROCEDURE**

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

Sundays and Legal Holidays) after receipt of the County's "Notice of Intended Decision" with respect to the proposed award of the formal bid/quote/proposal.

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

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

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

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

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

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

The Formal Written Protest shall contain the following:

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

- Any other relevant information that the affected party deems to be material to Protest.

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

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

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

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

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

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

**“FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL**

**CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.”**

9. **PUBLIC ENTITY CRIME**

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

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

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

11. **MATERIAL SAFETY DATA SHEETS**

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

12. **MISCELLANEOUS**

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

13. **WAIVER OF CLAIMS**

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

14. **AUTHORITY TO PIGGYBACK**

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

15. **COUNTY RESERVES THE RIGHT**



a) **State Contract**

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

b) **Any Single Large Project**

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

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

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

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

d) **Anti-Discrimination**

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

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

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

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

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

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

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

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

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

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

16. **AUDITABLE RECORDS**

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

17. **DRUG FREE WORKPLACE**

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

18. **REQUIRED SUBMITTALS**

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

19. **TERMINATION**

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

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

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

20. **CONFIDENTIALITY**

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

21. **ANTI-LOBBYING CLAUSE**

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

22. **INSURANCE (AS APPLICABLE)**

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

LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR  
ATHLETIC TURF – MAINTENANCE AND RECONSTRUCTION

DATE SUBMITTED: \_\_\_\_\_

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

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

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

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

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

**PROVIDE AN ANNUAL COST FOR EACH TYPE OF MAINTENANCE AS LISTED BELOW(PLEASE REMEMBER THAT THE PRICES NEED TO BE ALL INCLUSIVE OF ALL THE WORK AND PRODUCTS DESCRIBED IN THIS QUOTE IN BOTH STEP I AND STEP II):**

**“AVERAGE DEMAND” MAINTENANCE PER MONTH**

COST PER ACRE \$ \_\_\_\_\_ X 79.5 ACRES X 12 = \$ \_\_\_\_\_ PER YEAR

**“HIGH DEMAND” MAINTENANCE PER MONTH**

COST PER ACRE \$ \_\_\_\_\_ X 183 ACRES X 12 = \$ \_\_\_\_\_ PER YEAR

**“PROFESSIONAL STADIUM FIELDS” MAINTENANCE PER MONTH**

COST PER ACRE \$ \_\_\_\_\_ X 6 ACRES X 12 = \$ \_\_\_\_\_ PER YEAR

**\*GRAND TOTAL: \$ \_\_\_\_\_ ANNUALLY**

**\*NOTE: THE VENDOR MUST QUOTE ON ALL LEVELS OF MAINTENANCE TO BE CONSIDERED. THE BASIS OF AWARD IS BASED ON THE GRAND TOTAL ALONG WITH ALL OF THE OPTIONS.  
ANY BLANKS WILL DISQUALIFY A VENDOR.**

**OPTION A - AERIFICATION**

PLEASE QUOTE YOUR COST PER ACRE FOR AERIFICATION (ANY LOCATION):

\$ \_\_\_\_\_ PER ACRE

**OPTION B - VERTICUTTING**

PLEASE QUOTE YOUR COST PER ACRE FOR VERTICUTTING (ANY LOCATION):

\$ \_\_\_\_\_ PER ACRE

**OPTION C – HERBICIDE APPLICATION**

PLEASE QUOTE YOUR COST PER HOUR FOR HERBICIDE APPLICATION (ANY LOCATION) (LABOR AND MATERIAL)

\$ \_\_\_\_\_ PER HOUR FOR LABOR

**\*NOTE: PRICE AND TYPE OF MATERIAL TO BE NEGOTIATED.**

**OPTION D - FERTILIZING**

PLEASE QUOTE YOUR COST PER ACRE FOR FERTILIZING (WE PROVIDE THE FERTILIZER) (ANY LOCATION) (LABOR ONLY):

\$ \_\_\_\_\_ PER ACRE BY HAND

\$ \_\_\_\_\_ PER ACRE BY TRACTOR

**OPTION E - SOD**

PLEASE QUOTE YOUR COST PER ACRE FOR LAYING SOD (ANY LOCATION IN LEE COUNTY) (LABOR AND MATERIAL FOR ROLLED SOD OR BY THE PALLET FOR CERTIFIED BERMUDA 419 OR CERTIFIED CELEBRATION) USING A MINIMUM OF 400 SQUARE FEET:

**NOTE: JOBS SIZED LESS THAN 400 SQUARE FEET WILL BE PAID AT THE 400 SQ. FT. RATE REGARDLESS OF THE JOB SIZE. FOR EXAMPLE, A 200 SQ. FT. JOB WILL BE PAID AT THE 400 SQ. FT. MINIMUM.**

**NOTE: THE COST OF SITE PREPARATION WILL BE NEGOTIATED ON A CASE BY CASE BASIS WITH THE AWARDED VENDOR TO INCLUDE FOR EXAMPLE, REMOVE THE SOD, REMOVE THE SOIL, LAZER GRADING, REMOVING THE SPRINKLER HEADS AND REINSTALLING THEM ETC. THE COUNTY WILL SUPPLY THE NEW SOIL.**

**PLEASE NOTE: A COUNTY REPRESENTATIVE WILL HAVE TO GIVE FINAL APPROVAL FOR SOD AND /OR SITE PREP. IF THE SOD OR SITE PREP DOES NOT MEET COUNTY STANDARDS THE JOB WILL BE REJECTED AND THE COUNTY WILL HIRE SOMEONE ELSE TO DO THE JOB PROPERLY.**

ROLLED SOD CERTIFIED BERMUDA 419

\$ \_\_\_\_\_ PER SQUARE FOOT

ROLLED CERTIFIED CELEBRATION SOD

\$ \_\_\_\_\_ PER SQUARE FOOT

CERTIFIED BERMUDA 419 SOD BY THE PALLET

\$ \_\_\_\_\_ PER SQUARE FOOT

CERTIFIED CELEBRATION SOD BY THE PALLET

\$ \_\_\_\_\_ PER SQUARE FOOT

**OPTION F – ANT CONTROL**

PLEASE QUOTE YOU'RE COST PER ACRE FOR ANT CONTROL (LABOR AND MATERIALS) USING ONLY TOP CHOICE AND AMDRO:

TRACTOR SPREAD \$ \_\_\_\_\_ PER ACRE - AMDRO

HAND SPREAD \$ \_\_\_\_\_ PER ACRE – AMDRO

TRACTOR SPREAD \$ \_\_\_\_\_ PER ACRE – TOP CHOICE

HAND SPREAD \$ \_\_\_\_\_ PER ACRE – TOP CHOICE

**OPTION G – GRANULAR IRON TREATMENTS**

PLEASE QUOTE YOUR COST PER ACRE FOR IRON TREATMENTS (LABOR ONLY)  
COUNTY WILL SUPPLY MATERIALS:

\$ \_\_\_\_\_ PER ACRE TRACTOR SPREADING

\$ \_\_\_\_\_ PER ACRE HAND SPREADING

**OPTION H – SPRAYING LIQUID IRON**

PLEASE QUOTE YOUR COST PER ACRE FOR SPRAYING LIQUID IRON 12-00:

\$ \_\_\_\_\_ PER ACRE SPRAYING (MATERIAL AND LABOR)

\$ \_\_\_\_\_ PER ACRE SPRAYING (LABOR)

**OPTION I – TREATING FOR NEMATODES**

PLEASE QUOTE YOUR COST PER ACRE FOR TREATMENT USING CURFEW

\$ \_\_\_\_\_ PER ACRE

**OPTION J – SPRAYING FOR FUNGUS, WEEDS AND INSECTS**

PLEASE QUOTE YOUR COST PER ACRE FOR TREATMENT (LABOR ONLY-COUNTY  
WILL SUPPLY THE CHEMICALS)

\$ \_\_\_\_\_ PER ACRE

**OPTION K – LAZER GRADING**

\$ \_\_\_\_\_ PER ACRE

\$ \_\_\_\_\_ PER ACRE (DUAL SLOPED SYSTEM)

\$ \_\_\_\_\_ PER FIELD

**OPTION L – DEEP TINE AERIFICATION**

\$ \_\_\_\_\_ PER ACRE

**OPTION M – ROTADAIRON (REVERSE TILL)**

\$ \_\_\_\_\_ PER ACRE

\$ \_\_\_\_\_ PER FIELD

**OPTION N – TOP DRESSING**

\$ \_\_\_\_\_ PER LOAD OF SAND\*

**\*NOTE - COUNTY WILL PROVIDE THE SAND**

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

WILL YOU DELIVER WITH YOUR OWN VEHICLE AS OPPOSED TO COMMON CARRIER?

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

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

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

Address:

---

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

Are there any modifications to the bid or specifications:

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

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



MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER:

\_\_\_\_\_

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

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

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS  
FOR  
ATHLETIC TURF – MAINTENANCE AND RECONSTRUCTION**

**SCOPE**

The purpose of Step Two of this quotation is to obtain pricing information, as requested on the Proposal Price Form, from pre-qualified vendors, in order to establish a contract for athletic turf maintenance and reconstruction for Lee County Parks.

During the previous five-year contract we spent approximately \$4,700,000. This amount is approximate and is given for quoter's information only. No minimum amount is guaranteed or implied.

The awarded vendor will be responsible for the fertilization, weed and vegetation control, pest control, aerification, verticutting, thatching, laser leveling for proper drainage, rotadairon, deep tine aerification, turf reconstruction as directed, and the overall appearance of Lee County athletic turf at the locations detailed herein. This includes the expense of furnishing all fertilizers and chemicals. The County will remain responsible for those maintenance functions not solicited by this contract. Examples of functions remaining within the responsibility of the County include mowing and irrigation.

NOTE: Exceptions to the above are City of Palms Park, Terry Park, the Lee County Sports Complex, the Player Development Complex and the Jet Blue Stadium.

**TERM OF AWARD**

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

**EXAMINATION OF SITES/FACILITIES**

It is the vendor's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities.

**Note: Failure to visually inspect the facilities may be cause for disqualification of your bid.**

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

Prior to start-up of work with Lee County the awarded vendor will go on a site visit with a County representative to each location to clearly delineate sites to be treated, boundaries, etc.

Any questions that may arise during the course of the work should be addressed to the County representative.

**NOTE: Failure by the vendor(s) to inspect all sites does not relieve you of your responsibilities as defined under this quotation.**

#### DESIGNATED CONTACT PERSON

The awarded vendor shall appoint a person or persons to act as a primary contact with Lee County. This person or backup shall be English speaking and readily available 24 X 7 by e-mail and telephone or in person, and shall be knowledgeable of the terms and procedures involved.

**This person shall also be responsible for notifying Lee County Parks within 24 hours if and when an employee assigned and approved to work under this contract is no longer employed by the awarded vendor.**

**Under no circumstances may a replacement for that employee be sent to any job site unless all background checks, qualifications, etc., as detailed in this specification are completed and submitted to and approved by Lee County Parks.**

In each district there will be a designee responsible for daily cooperation and signing of any documentation. Communication between the awarded vendor and the designated County representative must be acknowledged. Fax transmission and e-mail is acceptable, but only if acknowledgment of receipt is made. Acknowledgment of such receipt can be verbal. It will be the responsibility of the awarded vendor to ensure that such communication is made to the County representative in any case where coordination of efforts is required. Examples of such coordination are the application of materials by the vendor as require watering in or such materials as would require a cessation of mowing activity by the County. It will also be the responsibility of the vendor to notify the County in writing of any cultural practices of the County that is leading to problem situations for which the vendor will ultimately be held responsible. Similarly, if the County wishes to engage in a practice that would affect the vendor, such as seasonal overseeding, it is the responsibility of the County representative to notify the vendor in writing. Other examples of County responsibility would include notifying the vendor of disruption of such normal maintenance functions as mowing or irrigation. In every case in which a subjective judgment is required to determine whether a course of action is needed or not, the final arbiter will be the County representative.

#### CONTRACT

A purchase order and request for quotation specifications, Step 1 and 2 will serve as the contract.

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.

BASIS OF AWARD

This quotation shall be awarded to the firm offering the lowest total annual price (grand total) for average demand, high demand and professional stadium field's maintenance, along with being able to perform all of the options, meeting all specification requirements. All levels of service and options must be quoted in order to be considered for award.

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

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

WORKMANSHIP AND INSPECTION

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

All work, including required documentation, that does not meet the specifications must be corrected before Lee County will give approval for payment.

SUPERVISION AND SAFETY

The vendor shall be responsible for the supervision and direction of the work performed by his employees.

The vendor shall be responsible for instructing his employees in all safety measures. All equipment used by the awarded vendor shall be maintained in safe operating condition at all times, and 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 will be properly grounded. All employees will wear proper personal protective equipment while working on County premises.

Lee County reserves the right to stop any work practices, procedures, etc. it deems to be unsafe at any time.

TOLLS

Lee County is aware that vendors may have to pay tolls as part of their work performed under this contract. Vendors will be responsible for ALL tolls incurred while doing work under this contract. The County will not lift, suspend or pay for any tolls.

ADDITIONAL REQUIREMENTS

Vendor must furnish the County with a copy of their Certified Pest Operator's license as they renew it. Failure to supply the County with the license renewal could be grounds for immediate dismissal.

Vendors must provide MSDS sheets and labels for all approved products to be provided, prior to startup of this contract. Applicators must have MSDS sheets and labels, of products in use, available when on any county site.

Vendors agree to conform to any and all State and Federal regulations pertaining to chemicals, and to assist Lee County in doing so (Chapter 442 F.S.).

CLASSES FOR PARKS MAINTENANCE STAFF

The vendor will be required to offer at least two classes for the Park's maintenance staff per year, to update them on new products, mowing turf, watering etc.

**NO SUBCONTRACTORS**

**The use of subcontractors will not be allowed at anytime or for any purpose under this quote. The County takes great pride in our playing fields so certain standards and qualifications must be met by the vendor to properly maintain them.**

**Note: This could be cause for dismissal.**

LEE COUNTY RESERVES THE RIGHT

Lee County may, at their sole discretion, add or delete area locations – or change the status of maintenance (average demand, high demand or professional stadium fields) at any time throughout the term of the quote (price to be adjusted).

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

Lee County may change the number or types of service that are required to be performed at each field.

Lee County may add or delete services based on a mutually agreed price to be negotiated between the vendor and an authorized Lee County representative.

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 will be for the previous month's service period.

TURF MAINTENANCE

A proposal is desired that will reflect three levels of maintenance. These maintenance levels will be "AVERAGE DEMAND", "HIGH DEMAND" and "PROFESSIONAL STADIUM FIELDS". A list of the sites and a designation of their acreage into "AVERAGE DEMAND", "HIGH DEMAND" and "PROFESSIONAL STADIUM FIELDS" maintenance is as follows:

<u>SITE</u>	<u>AVERAGE DEMAND</u>	<u>HIGH DEMAND</u>	<u>PROFESSIONAL STADIUM FIELDS</u>
1. Alva Community Park	3		
2. Bayshore Elementary Soccer		10	
3. Brooks Park	2.5	2	
4. Buckingham Comm. Park	5	6	
5. City of Palms Stadium		6	
6. Cypress Lake High School	3.5		
7. Estero Community Park & High School Field	13	13.5	
8. Five Plex		15	
9. Hancock Comm. Park	7.5		
10. Harlem Heights	1.5		
11. Jet Blue Stadium		18	3
12. Jet Blue Soccer		21	
13. Judd Park	1		
14. Kelly Road		18.5	
15. Lakes Park	3		
16. Lee County Sports Complex(Including Hammond Stadium)		20	3
17. Lehigh Acres Comm. Park	7.5	2	
18. Lehigh Acres Middle School		9	
19. N. Ft. Myers Park	4	6	
20. Phillips Park	1		
21. Pine Island Elementary	2		
22. Riverdale High School	5.5		
23. Rutenburg Comm. Park	7	2	
24. San Carlos Elementary	3.5		
25. Schandler Hall		1.5	
26. Tanglewood Elementary		4	
27. Terry Park		10	

28. Three Oaks Park	4	6
29. Veterans Community Park	3.5	4.5
30. Veterans Middle School		2
31. Villas Elementary		4
32. Wa-Ke Hatchee Soccer		2
33. Wa-Ke Hatchee Park	1.5	

**VENDOR REQUIREMENTS**

The following minimum standards are what the Lee County representative will expect, but in case of any dispute, the final result will be the course of action recommended by the County representative. We expect the quality of the Facilities to be maintained at a high standard. We have listed minimum standards that we require to maintain these levels.

The awarded vendor must specifically agree to follow the County worksheet per park for average demand, high demand or professional stadium field’s care; a copy of this application schedule is attached to the quote (Attachment B, Attachment C and Attachment D). The awarded vendor, without hesitation, will supply and make application of amendments, such as iron, potassium, fungicides, herbicide or any other product and rates as needed/as determined by the County representative, during the course of the year, to present the best appearing turf. All applications will be coordinated with the Lee County representative who may request applications be done in the evening or early (pre-dawn) morning to accommodate scheduling or optimal use of product. After hours applications and weekends may be required. From May until October all liquid applications must be made by 9:00am.

**Contractor shall not subcontract any portion of work described herein.**

The following information is to be furnished to the Lee County representative and site representative (see Attachments B, C, D and G):

1. After each fertilizer application, totals applied and rate of application.
2. After each pesticide application, totals applied and rate of application.
3. Any observations of abnormal conditions.
4. All chemicals and fertilizer amounts and rates must be verified and signed off by a designated Lee County representative on our form only.
5. Provide a written schedule of dates and times the Friday prior to the upcoming week of, when the vendor will be on site at the park facility.
6. Must make contact with site supervisor or County Representative upon completion of work to give a verbal report – such as need to water in and keep people off.

**Note: A soil test is required annually and can be done during the months of March thru June under all three plans. Soil test results need to be sent to the “Turf Coordinator”.**

**A. "Average Demand"(Attachment B) minimum standards are:  
A minimum of 12 monthly inspection visits by the vendor and a site representative, if available, at each park within the districts, which includes written, signed inspection reports. Please check Attachment B for an “Average Demand” check list.**



### FERTILIZATION

Fertilization visits will include application of at least 50% sulfur coated, dry, granular, balanced fertilizer see "Average Demand" list (Attachment B). The fertilizer applications are expected to follow the written application scheduled furnished for each site as a minimum standard. The vendor must specifically agree to follow the County worksheet; a copy of the application schedule is attached to the quote, Attachment B. All fertilizer must be accounted for prior to each application. Applications to all infields shall be made with a walk behind spreader and overlapping on baselines and aprons.

**Note: If fertilizer is delivered to the site make sure all fertilizer is applied within 72 hours or it needs to be removed from the site.**

### WEED CONTROL (TURF AREAS)

A pre-emergent weed-control herbicide is to be applied 2 times per year.

All rates must be curative and follow up applications shall be made according to the label of approved herbicide used. Each application shall be documented with rates used and a follow-up schedule signed and turned over to site representative and copied to Lee County Representative. Each site will be core-aerated by the vendor prior to this application. Post emergent weed control will be done at least three times with follow up applications as required, some areas may be wall to wall treatment. All liquid applications must have indicator dye when spot spraying. The vendor must use a herbicide as listed on Attachment E and/or approved by the County representative.

**Note: No spraying of weeds on grass playing surfaces will be permitted using Round-Up or any other non-selective herbicide.**

### VEGETATION CONTROL

It is the intent of this quote to obtain a vendor to control weeds in such a manner as would be done by a County pesticide applicator in the entire site of the detailed list of athletic turf locations. Such weed control would include, as a minimum, the application of an approved non-selective, post-emergent herbicide in a mix with pre-emergent herbicide to a band 12 inches wide along the base of both sides of all chain-link fences or any perimeter fencing located on site, a minimum of ten (10) times per year. Such herbicide application would also be made to the ground areas under bleachers and also to such locations as would require "trim" mowing if the area does not receive a herbicide application. These areas include, but are not necessarily limited to, around poles, drinking fountains, tree wells, warning tracks, clay infields, unpaved roads, plaza, sidewalks including the cracks in the sidewalk and concrete areas.

Palm shoots must be part of this control and treated as needed.

**Note: Please note that weed control needs to be applied to the entire site.**

PEST CONTROL

Mole cricket control will consist of a preventive application in approximately April and August, depending on testing and weather, covering the entire fields with approved pesticide (Top Choice) (Attachment E), including approximately 10' outside of playing surface, warning tracks, and clay areas. Further follow-up applications are the responsibility of the vendor and will be made as needed without hesitation. The need for treatment will be determined by the results of a soap test, or at any time as requested by the County representative. Control of other insects will be as needed (including periodic sod removal to test for white grubs). Disease and fungus control and detection are the responsibility of the vendor and will be done immediately without hesitation as needed by the vendor or as requested by the site representative. **The awarded vendor is responsible for correcting any damage resulting from insect or fungal activities during contract period up to and including removal and replacement of damaged turf with new turf at no additional charge upon notification by a Lee County representative at the discretion of the site representative and the Parks and Recreation Director. (Note: awarded vendor will not be responsible for pre-existing damage.)** The vendor must use approved pesticides for mole cricket control, preventively and on-going. All rates must be curative and documented. A copy of documentation and/or schedule shall be provided to the site representative and copied to the Lee County representative (Attachment F).

It is the intent of this quote to obtain a vendor to control fire ants in a preventive manner, so as to obviate the need for treatment of individual mounds. It is required that a broadcast treatment of "Top Choice" insect growth regulator be made 2 times per year (no substitutes unless approval is made by the County Representative). Amdro mound treatments are to be made at the request of the site representative. Other methods or products may be used that are equally efficient and acceptable to the County representative. The vendor must state what methods will be used to assure fire ant control.

- B. "High Demand Maintenance" (Attachment C) minimum standards are:**  
**Weekly inspection visits must be made by the vendor and a site representative, if available, at each park within the districts, which include written, signed inspection reports.**  
**Please check Attachment C for a "High Demand Maintenance" check list.**

FERTILIZATION

At least 12 minimum fertilization visits, each of which will include application of a 50% sulfur coated, dry, granular, and balanced fertilizer see "High Demand Maintenance" list (Attachment C). The fertilizer applications are expected to follow the written application schedule furnished for each site as a minimum standard. All infield applications shall be made with a walk behind spreader and overlapping on baselines and aprons. All products must be accounted for before each application.

**Note: If fertilizer is delivered to the site make sure all fertilizer is applied within 72 hours or it needs to be removed from the site.**

WEED CONTROL (TURF AREAS)

Due to continued over seeding, pre-emergent herbicide will not be applied to the City of Palms Park, Terry Park, the Lee County Sports Complex, the Player Development Complex and Jet Blue Park. All other areas will receive the pre-emergent herbicide application and core aeration. These sites will be determined by the site supervisor. The awarded vendor will be immediately responsible for all post emergent weed control and at the request of the site representative. The vendor must use approved herbicides and the approved method of application.

**Note: No spraying of weeds on grass playing surfaces will be permitted using Round-Up or any other non-selective herbicide.**

VEGETATION CONTROL

It is the intent of this quote to obtain a vendor to control weeds in such a manner as would be done by a County pesticide applicator in the entire site of the detailed list of athletic turf locations. Such weed control would include, as a minimum, the application of an approved non-selective, post-emergent herbicide in a mix with pre-emergent herbicide to a band 12 inches wide along the base of both sides of the chain-link fences or any perimeter fencing located on site, a minimum of ten (10) times per year. Such herbicide application would also be made to the ground areas under bleachers and also to such locations as would require "trim" mowing if the area does not receive a herbicide application. These areas include, but are not necessarily limited to, around poles, drinking fountains, tree wells, warning tracks, clay infields, unpaved roads, plaza, sidewalks including the cracks in the sidewalk and concrete areas.

Palm shoots must be part of this control and treated as needed.

**Note: Please note that weed control needs to be applied to the entire site.**

PEST CONTROL

Mole cricket control will consist of a preventive application approximately in April and August depending on weather, testing and scheduled events, covering entire fields with approved pesticide (Attachment E) Top Choice, including approximately 10' outside of playing surface, warning tracks, and clay areas. "Preventive application will consist of applying an insecticide having residual properties such as to target early stages of the mole cricket life cycle over a period of time." Further follow-up applications are the responsibility of the vendor and will be made immediately without hesitation as needed. The need for treatment will be determined by the results of a soap test, or at any time as requested by the County or site representative. Control of other insects will be as needed or as determined by the site representative, (including periodic sod removal to test for white grubs).

The awarded vendor is responsible for detecting and immediately correcting any damage resulting from insect or fungal activities, up to and including removal and replacement of damaged turf with new turf at no additional charge **upon notification by a Lee County representative at the discretion of the site representative and the Parks and Recreation Director. (Note: awarded vendor will not be responsible for pre-existing damage.)** The vendor must use approved pesticides mole cricket control, preventively and on-going. All rates must be curative

and documented; copy of documentation shall be supplied to the site representative and copied to the Lee County representative (Attachment F).

It is the intent of this quote to obtain a vendor to control fire ants in a preventive manner, so as to obviate the need for treatment of individual mounds. It is required that a broadcast treatment of "Top Choice" insect growth regulator be made 2 times per year (no substitutes unless approval is made by the County Representative). Amdro mound treatments are to be made at the request of the site representative. Other methods or products may be used that are equally efficient and acceptable to the County representative. The vendor must state what methods will be used to assure fire ant control.

**C. "Professional Stadium Maintenance" (Attachment D) minimum standards are:**

**Weekly inspection visits must be made by the vendor and a site representative, if available, at each park within the districts, which include written, signed inspection reports. Please check Attachment D for a "Professional Stadium Maintenance" check list.**

FERTILIZATION

Site representatives will accompany the vendor for scouting of the entire area, at least weekly, as requested by the Lee County representative at any time. At least 24 to 48 fertilization visits, each of which will include application of a 50% sulfur coated, dry, granular, and balanced fertilizer see "Professional Stadium Maintenance" list (Attachment D). The fertilizer applications are expected to follow the written application schedule furnished for each site as a minimum standard. All infield applications shall be made with a walk behind spreader and overlapping on baselines and aprons. All products must be accounted for before each application.

**Note: If fertilizer is delivered to the site make sure all fertilizer is applied within 72 hours or it needs to be removed from the site.**

WEED CONTROL (TURF AREAS)

Due to continued over seeding, pre-emergent herbicide will not be applied to the City of Palms Park, Terry Park, the Lee County Sports Complex, the Player Development Complex and Jet Blue Park. All other areas will receive the pre-emergent herbicide application and core aeration. These sites will be determined by the site supervisor. The awarded vendor will be immediately responsible for all post emergent weed control and at the request of the site representative. The vendor must use approved herbicides and the approved method of application.

**Note: No spraying of weeds on grass playing surfaces will be permitted using Round-Up or any other non-selective herbicide.**

VEGETATION CONTROL

It is the intent of this quote to obtain a vendor to control weeds in such a manner as would be done by a County pesticide applicator in the entire site of the detailed list of athletic turf locations. Such weed control would include, as a minimum, the application of an approved non-selective, post-emergent herbicide in a mix with pre-emergent herbicide to a band 12 inches wide along both sides of the base of all chain-link fences or any perimeter fencing located on site, a minimum of

twelve (12) times per year. Such herbicide application would also be made to the ground areas under bleachers and also to such locations as would require "trim" mowing if the area does not receive a herbicide application. These areas include, but are not necessarily limited to, around poles, drinking fountains, tree wells, warning tracks, clay infields, unpaved roads, plaza, sidewalks including the cracks in the sidewalk and concrete areas.

Palm shoots must be part of this control and treated as needed.

**Note: Please note that weed control needs to be applied to the entire site.**

PEST CONTROL

Mole cricket control will consist of a preventive application approximately in April and August depending on weather, testing and scheduled events, covering entire fields with approved pesticide (Attachment E) Top Choice, including approximately 10’ outside of playing surfaced, warning tracks, and clay areas. "Preventive application will consist of applying an insecticide having residual properties such as to target early stages of the mole cricket life cycle over a period of time." Further follow-up applications are the responsibility of the vendor and will be made immediately without hesitation as needed. The need for treatment will be determined by the results of a soap test, or at any time as requested by the County or site representative. Control of other insects will be as needed or as determined by the site representative, (including periodic sod removal to test for white grubs).

The awarded vendor is responsible for detecting and immediately correcting any damage resulting from insect or fungal activities, up to and including removal and replacement of damaged turf with new turf at no additional charge **upon notification by a Lee County representative at the discretion of the site representative and the Parks and Recreation Director. (Note: awarded vendor will not be responsible for pre-existing damage.)** The vendor must use approved pesticides mole cricket control, preventively and on-going. All rates must be curative and documented; copy of documentation shall be supplied to the site representative and copied to the Lee County representative (Attachment F).

It is the intent of this quote to obtain a vendor to control fire ants in a preventive manner, so as to obviate the need for treatment of individual mounds. It is required that a broadcast treatment of “Top Choice” insect growth regulator be made 2 times per year (no substitutes unless approval is made by the County Representative). Amdro mound treatments are to be made at the request of the site representative. Other methods or products may be used that are equally efficient and acceptable to the County representative. The vendor must state what methods will be used to assure fire ant control.

TURF RECONSTRUCTION

Reconstruct turf back to its natural state. Re-sod using Certified Bermuda 419 or Certified Celebration sod (which will be determined by a County representative) and replace soil where needed. If a different type of sod is needed the County representative will negotiate the price with the vendor. For large areas it may require laser grading as determined by a County Representative.

If the turf is damaged due to vendor error or neglect the vendor must reconstruct the turf back to its natural state. Re-sod using Certified Bermuda 419 or rolled Certified Celebration sod (which will be determined by a County Representative) and replace soil where needed. If a different type of sod is needed the County Representative will negotiate the price with the vendor. For large areas it may require laser grading as determined by a County Representative.

**SERVICE CALLS**

If callbacks are necessary, the awarded Vendor shall perform service calls within twenty-four (24) hours after receipt of notice of a problem.

In the event a problem arises that is determined to be an “emergency” by the Parks and Recreation Director, or designee, the awarded Vendor agrees to respond within two (2) hours of notification.

Service calls shall be handled at no additional cost to Lee County.

**INVOICING**

The awarded vendor is required to prepare invoices indicating the park location and the purchase order number.

**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.

**OPTION A - AERIFICATION**

In the space provided on the Proposal Quote Form, please quote your cost per acre for aerification (any location). A County representative will determine the type of tines.

**OPTION B - VERTICUTTING**

In the space provided on the Proposal Quote Form, please quote your cost per acre for verticutting (any location). After verticutting all excess clippings must be removed from the area. Remove the clippings from the fields and leave them in the designated area.

**OPTION C – HERBICIDE APPLICATION**

In the space provided on the Proposal Quote Form, please quote your cost per hour for application of herbicide (any location including labor and materials).

**OPTION D – FERTILIZATION**

In the space provided on the Proposal Quote Form, please quote your cost per acre for fertilizing (we will supply the fertilizer) (any location including labor) using either hand spreading or tractor spreading.

OPTION E – SOD

In the space provided on the Proposal Quote Form, please quote your cost per square foot for laying sod (any location labor and material for rolled sod or by the pallet for Certified Bermuda 419 or Certified Celebration etc).

OPTION F – ANT CONTROL

In the space provided on the Proposal Quote Form, please quote your cost per acre for ant control (any location labor and material) using Top Choice and Amdro both tractor spread and hand spread.

OPTION G – GRANULAR IRON TREATMENTS

In the space provided on the Proposal Quote Form, please quote your cost per acre for iron treatments (any location labor, County will supply the material) using both tractor spreading and hand spreading.

OPTION H – SPRAYING LIQUID IRON

In the space provided on the Proposal Quote form, please quote your cost per acre to spray liquid iron.

OPTION I – TREATING FOR NEMATODES

In the space provided on the Proposal Quote form, please quote your cost per acre to apply Curfew. Since this is a restricted pesticide we will allow only this application to be subcontracted. It is up to the awarded vendor to make sure the subcontractor has the appropriate license and certification from Dow Chemical to apply this chemical. All licenses and certifications must be presented to the County representative for approval before any applications can be applied.

OPTION J – SPRAYING FOR FUNGUS, WEEDS AND INSECTS

In the space provided on the Proposal Quote form, please quote your cost per acre to spray (any location labor, County will supply the material).

OPTION K – LAZER GRADING

Please quote your cost per acre and per field for Lazer grading which promotes drainage and safe playability during all seasons.

OPTION L – DEEP TINE AERIFICATION

Please quote per acre for Deep Tine Aerification a specialized aerification method to be used on heavily used fields/areas that receive the most compaction. Deep tine can be done from a 6” to

13” depth; standard aerification is 4 to 5” depth. Deep tine aerification relieves severe compaction and promotes turf growth.

The site supervisor will determine the depth of the deep tine aerification.

OPTION M – ROTADAIRON (REVERSE TILL)

Please quote your cost per acre and per field for Rotadairon (reverse till)

OPTION N- TOP DRESSING

Please provide the necessary equipment to load and disperse sand to the turf areas. The County will provide the sand.

DISADVANTAGED BUSINESS ENTERPRISES(DBE)

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

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?

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

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

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

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

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LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

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

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

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

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**Lee County Ordinance No. 08-26**  
**Local Bidder's Preference**

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

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

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

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

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

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

(Print or Type Name)  
\_\_\_\_\_ as identification.  
(Type of Identification and Number)

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

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

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

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

**ATTACHMENT B**

**“Average Demand Maintenance”**

Site address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

County Representative: \_\_\_\_\_

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

Date: \_\_\_\_\_

Area: \_\_\_\_\_ / \_\_\_\_\_ Acres

Month	Week	Quantity	Product	Rate/Acre
1			15-0-15	300 lbs/acre
2			Potash application 0-0-50	150 lbs/acre
2			Aerate	
2			Pre m	Per label full coverage
3			15-0-15	300 lbs/acre
3			*turf weed control	Per label full coverage
3			Vegetation control	Per label
4			Mole cricket/ants control (top choice)	Per label full coverage
4			Chelated iron 12-0-0	2.5gals/acre full coverage
4			*verticutting	
4			Vegetation control	Per label
5			15-0-15	300 lbs/acre
5			Vegetation control	Per label
6			Potash application 0-0-50	150 lbs/acre
6			Aerate	
6			Heritage application	Per label full coverage
6			*turf weed control	Per label full coverage
6			Vegetation control	Per label
7			15-0-15	300 lbs/acre
7			Vegetation control	Per label
8			Pre m	Per label full coverage
8			Mole cricket/ants control (top choice)	Per label full coverage
8			Vegetation control	Per label
9			15-0-15	300 lbs/acre
9			Aerate	
9			Potash application 0-0-50	150 lbs/acre
9			*turf weed control	Per label full coverage
9			Vegetation control	Per label
10			Vegetation control	Per label
11			15-0-15	300 lbs/acre
11			Vegetation control	Per label
12			Vegetation control	Per label

**SUMMARY**

BAGS	PRODUCT DESCRIPTION
	15-0-15 50% scu, 2%Fe 2%Mn 2%Mg, 300 lbs/acre
	0-0-50 potash 150 lbs/acre
	*weed control may require follow up applications
	*verticutting will be scheduled one time for each park

**ATTACHMENT C**

**“High Demand Maintenance”**

Site address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

County Representative: \_\_\_\_\_

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

Date: \_\_\_\_\_

Area: \_\_\_\_\_ / \_\_\_\_\_ Acres

Month	Week	Quantity	Product	Rate/Acre
1			15-0-15	300 lbs/acre
2			15-0-15	300 lbs/acre
2			Potash application 0-0-50	150 lbs/acre
2			Pre m	Per label full coverage
3			15-0-15	300 lbs/acre
3			*turf weed control	Per label full coverage
3			Vegetation control	Per label
4			15-0-15	300 lbs/acre
4			Mole cricket/ants control (top choice)	Per label full coverage
4			Chelated iron 12-0-0	2.5gals/acre full coverage
4			*verticuting	
4			Deep tine aerify	
4			Vegetation control	Per label
5			15-0-15	300 lbs/acre
5			Vegetation control	Per label
6			15-0-15	300 lbs/acre
6			Potash application 0-0-50	150 lbs/acre
6			Aerate	
6			Heritage application	Per label full coverage
6			*turf weed control	Per label full coverage
6			Vegetation control	Per label
7			15-0-15	300 lbs/acre
7			Vegetation control	Per label
8			15-0-15	300 lbs/acre
8			Pre m	Per label full coverage
8			Mole cricket/ants control (top choice)	Per label full coverage
8			Vegetation control	Per label
9			15-0-15	300 lbs/acre
9			Aerate	
9			Potash application 0-0-50	150 lbs/acre
9			*turf weed control	Per label full coverage
9			Vegetation control	Per label
10			15-0-15	300 lbs/acre
10			Vegetation control	Per label
11			15-0-15	300 lbs/acre
12			15-0-15	300 lbs/acre
12			Vegetation control	Per label
12			Deep Tine aerify	

**SUMMARY**

<b>BAGS</b>	<b>PRODUCT DESCRIPTION</b>
	15-0-15 50% scu, 2%Fe 2%Mn 2%Mg, 300 lbs/acre
	0-0-50 potash 150 lbs/acre
	*weed control may require follow up applications
	*verticuting will be scheduled one time for each park

**ATTACHMENT D  
“Professional Stadium Maintenance”**

Site address: \_\_\_\_\_ County Representative: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Date: \_\_\_\_\_

Area: \_\_\_\_\_ / \_\_\_\_\_ Acres

Month	Week	Quantity	Product	Rate/Acre
January	1	9 Bags	Fertilize 15-0-15 Greens Grade	150 lbs/A
	1	6 Bags	Subdue Granular	50 lb/A
	2	9 Gal	Ferromec Liquid Iron	3 gal/A
	2	3 Lbs	Hertiage Fungicide	1 lb/A
	3	9 Bags	Fertilize 15-0-15 Greens Grade	150 lbs/A
	4	9 Bags	Potash 0-0-50	150 lbs/A
	4	9 Gal	Ferromec Liquid Iron	3 gal/A
	5	9 Bags	Fertilize 15-0-15 Greens Grade	150 lbs/A
	1,2,3,4,5		Spot & Boom Spray Weed Control & Manual Weed Pull	Label Rates
	1,2,3,4,5		Additional Pest Control AS Needed Vegetation Control	Label Rates 3 oz/ 1000 sq ft
February	1	6 Bags	Subdue Granular	50 lbs/A
	1	9 Gal	Liquid Minors Pkg. Mn, Mg, Fe	.66 to 1.5 gal/A per label
	2	9 Bags	Fertilize 15-0-15 Greens Grade	150 lbs/A
	3	3 Lbs	Hertiage Fungicide	1 lb/A
	4	9 Bags	Fertilize 15-0-15 Greens Grade	150 lbs/A
	3	9 Gal	Liquid Minors Pkg. Mn, Mg, Fe	.66 to 1.5 gal/A per label
	4	9 Bags	Potash 0-0-50	150 lbs/A
	1,2,3,4		Spot & Boom Spray Weed Control & Manual Weed Pull	Label Rates
	1,2,3,4		Additional Pest Control AS Needed Vegetation Control	Label Rates 3 oz/ 1000 sq ft
	4			
March	1	9 Bags	Fertilize 15-0-15 Greens Grade	150 lbs/A
	1	6 Bags	Subdue Granular	50 lbs/A
	1		Fire Ant Control Award	Per Label
	2	9 Gal	Liquid Minors Pkg. Mn, Mg, Fe	.66 to 1.5 gal/A per label
	3	3 Lbs	Hertiage Fungicide	1 lb/A
	3	9 Bags	Fertilize 15-0-15 Greens Grade	150 lbs/A
	4	9 Gal	Liquid Minors Pkg. Mn, Mg, Fe	.66 to 1.5 gal/A per label
	4	9 Bags	Potash 0-0-50	150 lbs/A
	1,2,3,4		Spot & Boom Spray Weed Control & Mechanical Weed Pull	Label Rates
	1,2,3,4		Additional Pest Control AS Needed Vegetation Control	Label Rates 3 oz/ 1000 sq ft
4				

April	1	5 Bags	Mole Cricket Control Top Choice	87 lbs/A
	1	9 Bags	Fertilize 15-0-15 Greens Grade	150 lbs/A
	2		Tranxit	1 oz/A Remove Ryegrass
	3	3 lbs	Hertiage Fungicide	1 lb/A
	3	18 Bags	Fertilize 15-0-15 Greens Grade	300 lbs/A
	4	9 gal	Ferromec Liquid Iron	3 Gal/A
	4	9 Bags	Potash 0-0-50	150 lbs/A
	1,2,3,4		Spot & Boom Spray Weed Control & Manual Weed Pull	Label Rates
May	1,2,3,4		Additional Pest Control AS Needed	Label Rates
	4		Vegetation Control	3 oz/ 1000 sq ft
	1	13 Bags	Fertilize 15-0-15 Greens Grade	220 lbs/A
	2	3 lbs	Hertiage Fungicide	1 lb/A
	3	13 Bags	Fertilize 15-0-15 Greens Grade	220 lbs/A
	4	9 Bags	Potash 0-0-50	150/A
	4	9 Gal	Ferromec Liquid Iron	9 Gal
	1,2,3,4,5		Spot & Boom Spray Weed Control & Manual Weed Pull	Label Rates
June	1,2,3,4,5		Additional Pest Control AS Needed	Label Rates
	4		Vegetation Control	3 oz/1000 sq ft
	5	13 Bags	Fertilize 15-0-15 Greens Grade	220 lbs/A
	1	13 Bags	Fertilize 15-0-15 Greens Grade	220 lbs/A
	2	3 lbs	Hertiage Fungicide	1 lb/A
	2		Deep Tine Aerify	
	3	13 Bags	Fertilize 15-0-15 Greens Grade	220 lbs/A
	4	9 Bags	Potash 0-0-50	150/A
July	4	9 Gal	Ferromec Liquid Iron	3 gal/A
	1,2,3,4		Spot & Boom Spray Weed Control & Manual Weed Pull	Label Rates
	1,2,3,4		Additional Pest Control AS Needed	Label Rates
	4		Vegetation Control	3 oz/1000 sq ft
	1	13 Bags	Fertilize 15-0-15 Greens Grade	220 lbs/A
	2	3 lbs	Hertiage Fungicide	1 lb/A
	3	13 Bags	Fertilize 15-0-15 Greens Grade	220 lbs/A
	4	9 Bags	Potash 0-0-50	150/A
August	4	9 Gal	Ferromec Liquid Iron	3 gal/A
	1,2,3,4,5		Spot & Boom Spray Weed Control & Manual Weed Pull	Label Rates
	1,2,3,4,5		Additional Pest Control AS Needed	Label Rates
	4		Vegetation Control	3 oz/1000 sq ft
	5	13 Bags	Fertilize 15-0-15 Greens Grade	220 lbs/A
	1	13 Bags	Fertilize 15-0-15 Greens Grade	220 lbs/A
	2	3 lbs	Hertiage Fungicide	1 lb/A
	2		Mole Cricket Control	Per Label
3	13 Bags	Fertilize 15-0-15 Greens Grade	220 lbs/A	
4	9 Bags	Potash 0-0-50	150/A	
4	9 Gal	Ferromec Liquid Iron	9 Gal	



	1,2,3,4,5 1,2,3,4,5 4 5	13 Bags	Spot & Boom Spray Weed Control & Manual Weed Pull Additional Pest Control AS Needed Vegetation Control Fertilize 15-0-15 Greens Grade	Label Rates Label Rates 3 oz/1000 sq ft 220 lbs/A
September	1 2 3 4 1,2,3,4 1,2,3,4 4	13 Bags 3 lbs 13 Bags 9 Bags	Fertilize 15-0-15 Greens Grade Hertiage Fungicide Fertilize 15-0-15 Greens Grade Potash 0-0-50 Spot & Boom Spray Weed Control & Manual Weed Pull Additional Pest Control AS Needed Vegetation Control	220 lbs/A 1 lb/A 220 lbs/A 150/A Label Rates Label Rates 3 oz/1000 sq ft
October	1 1 2 3 4 1,2,3,4 1,2,3,4 4	13 Bags 3 lbs 13 Bags 9 Bags	Fertilize 15-0-15 Greens Grade Fire Ant Control Award Hertiage Fungicide Fertilize 15-0-15 Greens Grade Potash 0-0-50 Spot & Boom Spray Weed Control & Manual Weed Pull Additional Pest Control AS Needed Vegetation Control	220 lbs/A Per Label 1 lb/A 220 lbs/A 150/A Label Rates Label Rates 3 oz/1000 sq ft
November	1 2 3 4 4 1,2,3,4 1,2,3,4 4 4	13 Bags 3 lbs 13 Bags 9 Bags	Fertilize 15-0-15 Greens Grade Hertiage Fungicide Fertilize 15-0-15 Greens Grade Potash 0-0-50 Tranxit (Poa Annual Control) Spot & Boom Spray Weed Control & Manual Weed Pull Additional Pest Control AS Needed Vegetation Control Deep tine aerify	220 lbs/A 1 lb/A 220 lbs/A 150/A 2 oz/A Label Rates Label Rates 3 oz/1000 sq ft
December	1 2 3 4 1,2,3,4 1,2,3,4 4	13 Bags 3 lbs 13 Bags 9 Bags	Fertilize 15-0-15 Greens Grade Hertiage Fungicide Fertilize 15-0-15 Greens Grade Potash 0-0-50 Spot & Boom Spray Weed Control & Manual Weed Pull Additional Pest Control As Needed Vegetation Control	220 lbs/A 1 lb/A 220 lbs/A 150/A Label Rates Label Rates 3 oz/1000 sq ft

**SUMMARY**

<b>BAGS</b>	<b>PRODUCT DESCRIPTION</b>
	Pro Greens Mix Fertilizer 15-0-15 50% scu, 2% Fe 1.5% Mn, .5 Mg
	Sulphate of Potash 0-0-50 150 lbs / acres
	Tranxit, Hertiage Fungicide 1 lb/A, MSMA, Trimec, Certainty. Monument, Orthene, Sencor, Revolver, Basagran, Subdue, Daconil, TopChoice, Vegetation Control, Ferromec, Launch, Focus, Minor Max, Nutri Max, Greens Max

ATTACHMENT E

CHEMICALS FOR USE ON ATHLETIC TURF

Acephate 97 T&O  
Advion Insect Granules  
Amdro  
Award  
Banner  
Barricade  
Basagram T & O  
Blindside  
Celsius WG  
Certainty  
Chipco Choice  
Chipco Ronstar  
Curfew  
Drive  
Drive XLR8  
Focus  
Garlon  
Heritage  
Launch  
Lesco Tracker  
Lesco Wet  
Manage  
Merit  
Monument  
MSMA  
Orthene  
Pendulum 3.3 EC  
Pendulum Aquacap  
Precise  
Pre-M  
Princep 4L T&O  
Revolver  
Ronstar  
Round-up  
Sedge Hammer  
Sencor  
Sencor 75 T&O  
Sevin SL  
Subdue  
Surflan  
Talstar

- Target 6.6
- Top Choice
- Transit
- Tranxit GTA
- Tri-Mec Classic
- Tribute Total
- Suregaurd

Note: This is the current list of chemicals that may be used on our athletic turf areas. As more new products become available this list can change. All chemicals must be approved by the Parks and Recreation representative. Any substitutions or changes without permission are grounds for immediate dismissal.

ATTACHMENT F

**PESTICIDE APPLICATION RECORD**

Company Name: \_\_\_\_\_ Commercial Applicator: \_\_\_\_\_

Application Date & Time: \_\_\_\_\_ Site Location: \_\_\_\_\_

Pesticide Name(s): \_\_\_\_\_ Restricted-entry Interval (REI): \_\_\_\_\_

**APPLICATION INFORMATION**

Type of Area Treated: \_\_\_\_\_ Target Site: \_\_\_\_\_

Target Pest(s): \_\_\_\_\_

Application Rate (e.g., per acre or per 1000 sq ft): \_\_\_\_\_

Amount of Pesticide Product Mixed: \_\_\_\_\_ Per: \_\_\_\_\_ Gallons of Water

Additives (Surfactant/Wetting Agent/Crop Oil, etc.): \_\_\_\_\_ Rate: \_\_\_\_\_

**OTHER COMMENTS**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT G**

**Athletic Turf Worksheet**

Location:	Field Number:
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<b>Item</b>	<b>Comments</b>
Insects	
Fungus	
Weeds	
Vegetation Control	
Verticut	
Aeration	
Fertilization	
Other Comments	

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

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

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

\_\_\_\_\_ 17. The mailing envelope has been addressed to:

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

- \_\_\_\_\_ 18. The mailing envelope **MUST** be sealed and marked with:  
Solicitation Number  
Opening Date and/or Receiving Date
- \_\_\_\_\_ 19. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)
- \_\_\_\_\_ 20. If submitting a "NO BID" please write Solicitation number here \_\_\_\_\_ and check one of the following:  
  - \_\_\_\_\_ Do not offer this product \_\_\_\_\_ Insufficient time to respond.
  - \_\_\_\_\_ Unable to meet specifications (why)
  - \_\_\_\_\_ Unable to meet bond or insurance requirement.
  - Other: \_\_\_\_\_

Company Name and Address:  
\_\_\_\_\_  
\_\_\_\_\_





Park Facility	ADDRESS	CITY	STATE	ZIP CODE
Alva Park	21471 N RIVER RD	Alva	FL	33920
Bayshore School	17050 Williams Rd	North Fort FL	FL	33917
Brooks Park	50 South Road	Fort Myers FL	FL	33907
Buckingham Park	9800 Buckingham Road	Fort Myers FL	FL	33905
Cypress Lake HS	8901 Cypress Lake Dr	Fort Myers FL	FL	33919
Estero Park	9200 Corkscrew Palms Blvd.	Estero FL	FL	33928
Estero HS fields	21900 River Ranch Rd	Estero FL	FL	33928
Hancock Park	2211 Hancock Bridge Pkwy	North Fort FL	FL	33903
Harlem Heights Park	7340 Concourse Drive	Fort Myers FL	FL	33908
Judd Park	1297 Parkview Ct	North Fort FL	FL	33903
Jet Blue Complex	11500 Fenway South Drive	Fort Myers FL	FL	33913
Kelly Rd Park	10750 Kelly Road	Fort Myers FL	FL	33908
Lakes Park	7330 Gladiolus Drive	Fort Myers FL	FL	33908
LC Sports (Complex)	14100 Ben C. Pratt Six Mile Cypress Parkway	Fort Myers FL	FL	33912
Lehigh Middle School	104 Arthur Ave	Lehigh Acr FL	FL	33936
Lehigh Park North	1400 West 5th Street	Lehigh Acr FL	FL	33972
North Park	1400 West 5th Street	Lehigh Acr FL	FL	33972
Phillips Park	5675 Sesame Drive	Bokelia FL	FL	33922
Pine Island School	5360 Ridgewood Dr	Bokelia FL	FL	33922
Player Development Center (5-Plex)	4301 Edison Ave.	Fort Myers FL	FL	33916
City of Palms Park	2201 Edison Ave.	Fort Myers FL	FL	33901
Riverdale HS	2600 Buckingham Rd	Fort Myers FL	FL	33905
Rutenburg Park	6500 South Pointe Blvd	Fort Myers FL	FL	33919
San Carlos School	17282 Lee Rd	Fort Myers FL	FL	33967
Schandler Park	419 Royal Palm Park Rd	Fort Myers FL	FL	33905
Tanglewood School	1620 Manchester Blvd	Fort Myers FL	FL	33907
Terry Park	3410 Palm Beach Blvd	Fort Myers FL	FL	33916
Three Oaks Park	18251 Three Oaks Parkway	Fort Myers FL	FL	33912
Veterans Park	55 Homestead Road	Lehigh Acr FL	FL	33936
Veterans School	49 Homestead Rd S	Lehigh Acr FL	FL	33936
Villas School	8595 Beacon Blvd	Fort Myers FL	FL	33907
Wa-Ke Hatchee Park	16760 Bass Road/ 16355 Summerlin Rd. (current access)	Fort Myers FL	FL	33908