



Advertise Date: Friday, October 06, 2023

Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

INVITATION TO BID (B)

Solicitation No.: **B230548WCD**

Solicitation Name: **Athletic Turf Maintenance and Reconstruction**

Open Date/Time: **Wednesday, November 08, 2023** Time: 2:30 PM

Location: Lee County Procurement Management
2115 Second Street, 1st Floor
Fort Myers, FL 33901

Procurement Contact: **Willie Dennard** Procurement Analyst

Phone: (239) 533-8807 Email: **wdennard@leegov.com**

Requesting Dept. Parks/Recreation & Sports Infrastructure

Pre-Bid Conference:
Type: No meeting scheduled at this time

All solicitation documents are available for download at
www.leegov.com/procurement



Advertisement Date: 10/6/2023

Notice to Bidder

Invitation to Bid (B)

Lee County, Florida, is requesting bids from qualified individuals/firms for

B230548WCD, ATHLETIC TURF MAINTENANCE AND RECONSTRUCTION

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills, and incidentals required for Lee County, Florida, in conformance with solicitation documents, which include technical specifications and/or scope of work.

Those individuals/firms interested in being considered for this solicitation are instructed to submit, in accordance with specifications, their Bids, pertinent to this project prior to

2:30 PM Wednesday, November 8, 2023

to the office of the **Procurement Management Director, 2115 Second Street, 1st Floor, Fort Myers, FL 33901**. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive Bid(s), and shall be clearly marked with the solicitation name, solicitation number, bidder name, and contact information as identified in these solicitation documents.

The Scope of Work/Specifications for this solicitation is available from www.leegov.com/procurement. Bidders who obtain Scope of Work/Specifications from sources other than www.leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s), and information must be obtained from www.leegov.com/procurement. It is the bidder's responsibility to check for posted information. The County may not accept incomplete Bids.

There will be no Pre-Bid Conference for this solicitation.

It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-bid conference and site visit have not been scheduled for this solicitation. Questions regarding this solicitation are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

Willie Dennard, wdennard@leegov.com

Sincerely,

A handwritten signature in blue ink, appearing to read "Adam Brooke", written over a large, stylized blue scribble.

Adam Brooke, CPPQ, CPPB
Procurement Manager

*WWW.leegov.Com/Procurement is the County's official posting site

Terms and Conditions

INVITATION TO BID (B)

1. DEFINITIONS

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal, or contract Agreement/Contract. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Approved Alternate:** Solicitation documents may make reference to specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9. **Responsible:** A vendor, business entity, or individual who is fully capable to meet all requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.10. **Responsive:** A vendor, business entity, or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all requirements, including all form and substance.
- 1.11. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate, or any document used to obtain bids or proposals for the purpose of entering into a contract.

2. ORDER OF PRECEDENCE

- 2.1. In resolving conflicts, errors, and discrepancies, the order of precedence of the bid document is as follows
 - 2.1.1. Lee County Procurement Management Ordinance 22-06
 - 2.1.2. Change Order
 - 2.1.3. Agreement
 - 2.1.4. Addenda
 - 2.1.5. Special Conditions
 - 2.1.6. Detailed Scope of Work/Specifications
 - 2.1.7. Supplemental Information, if any
 - 2.1.8. Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES, AND LICENSES

- 3.1. It shall be the responsibility of the bidder to assure compliance with all other federal, state, or county codes, rules, regulations, or other requirements, as each may apply. Any involvement with Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Management Ordinance 22-06
 - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records. Sealed bids, proposals or replies received by the agency pursuant to a solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the State Constitution, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
 - 3.1.3. FL § 215 regarding scrutinized companies and business operations.
 - 3.1.4. FL § 218 Public Bid Disclosure Act.

- 3.1.5. FL § 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring system.
- 3.1.6. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
- 3.2. **Local Business Tax Account:** As applicable, anyone providing merchandise or services to the public within the jurisdiction of Lee County must obtain a Lee County business tax account to operate unless specifically exempted.
- 3.3. **License(s):** Bidder should provide, at the time of the opening of the bid, licenses required for this product and/or service.

4. BID – PREPARATION OF SUBMITTAL

- 4.1. **Sealed Bid:** Submission must be in a sealed envelope/box, and the outside of the submission must be marked with the following information (Sealed Bid Label Form is attached for your use):
 - 4.1.1. Marked with the words “Sealed Bid”
 - 4.1.2. Bid Number
 - 4.1.3. Bid Title
 - 4.1.4. Bid Due Date
 - 4.1.5. Name of the firm submitting the bid
 - 4.1.6. Contact e-mail and telephone number
- 4.2. **Bid submission shall include:**
 - 4.2.1. Provide two (2) hard copies. Mark each: one “Original”, one “Copy”
 - 4.2.2. Provide one (1) electronic flash drive set of the entire submission documents.
 - 4.2.3. Electronic submission document is to be one single Adobe PDF file in the same order as the original hard copy.
 - 4.2.4. Limit the color and number of images to avoid unmanageable file sizes.
 - 4.2.5. Do not lock files.
- 4.3. **Submission Format:**
 - 4.3.1. Required Forms: complete and return **all** required forms. If the form is not applicable, please return with “Not Applicable” or “N/A” in large letters across the form.
 - 4.3.2. Failure to submit required or requested information may result in the bidder being found non-responsive.
 - 4.3.3. Execution of Bid: All documents must be properly signed by a corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All Bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bids shall be initialed.
 - 4.3.4. If a cost/bid schedule was provided in Microsoft Excel format, the returned completed schedule should be included as a Microsoft Excel File on the Flash drive.
 - 4.3.5. The submission should not contain links to other web pages.
 - 4.3.6. Include any information requested by the County necessary to analyze your bid, i.e., required submittals, literature, technical data, and financial statements.
 - 4.3.7. Bid Security/Bond(s), as applicable (Construction projects)
- 4.4. **Preparation Cost:** The Bidder is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any bid, or for any travel and per diem costs that are incurred by any Bidder.

5. RESPONSES RECEIVED LATE

- 5.1. It shall be the Bidder’s sole responsibility to deliver the bid submission to the Lee County Procurement Management Division prior to or on the time and date stated. All references to date and time herein reference Lee County, FL local time.
- 5.2. Any bids received after the stated time and date will not be considered. The bid shall not be opened at the public opening. Arrangements may be made for the unopened bid to be returned at the bidder’s request and expense.
- 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

6. BIDDER REQUIREMENTS (unless otherwise noted)

- 6.1. **Responsive and Responsible:** Only bids received from responsive and responsible bidders will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to

take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the bidder to perform.

6.1.1. Additional sources may be utilized to determine creditworthiness and ability to perform.

6.1.2. Any bidder or sub-contractor that will have access to County facilities or property may be required to be screened to a level that may include but is not limited to fingerprints, and a statewide criminal background check. There may be fees associated with these procedures. These costs are the responsibility of the bidder or sub-contractor.

6.1.3. Bidders are responsible for ensuring that any required background screenings are conducted in accordance with Chapter 435. Bidders shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Bidder who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such requirements shall flow down to sub-contractors/consultants of the prime Bidder and the prime Bidder shall ensure compliance with Chapter 435 of such parties.

6.1.4. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

6.2. **BID--Past Performance:** Bidders' past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) may be reviewed. Poor or unacceptable past performance may result in bidder disqualification.

6.3. Submission packages, unless otherwise noted, will be considered only from bidders normally engaged in the provision of the services specified herein. The bidder 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 the ability to perform satisfactorily and reserves the right to reject submission packages where evidence submitted, or investigation and evaluation, indicated an inability of the bidder to perform.

6.4. **Prohibition Against Considering Social, Political Or Ideological Interests in Government Contracting – F.S. 287.05701:** Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the County's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

7. PRE-BID CONFERENCE

7.1. A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-bid conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective bidders are encouraged to obtain and review the solicitation documents prior to the pre-bid conference so they may be prepared to discuss any questions or concerns they have with the project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the bid document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-bid conference, as applicable.

7.2. **Non-Mandatory:** Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective bidders participate.

7.3. **Mandatory:** Failure to attend a mandatory pre-bid conference will result in the bid being considered **non-responsive**.

8. COUNTY INTERPRETATION/ADDENDUMS

8.1. Each Bidder shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or

additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.**

- 8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the bidder's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.
- 8.3. All Addenda shall become part of the Contract Documents.
- 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications, or any other contract document, or for correction of any apparent ambiguity, inconsistency, or error therein, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

9. QUALITY GUARANTEE/WARRANTY (as applicable)

- 9.1. Bidder will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from the date of final completion.
- 9.2. Unless otherwise specifically provided in the specifications, all equipment and materials, and articles incorporated in the work covered by this contract shall be new, unused, and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warrantied for twelve (12) months, shipping, parts, and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
- 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers, or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)

- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article, or patented process, by trade name, brand name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a bidder wishes to make a substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the bid opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.
- 10.2. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer, and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

11. NEGOTIATED ITEMS

- 11.1. Any item not outlined in the Scope of Work/Specifications may be subject to negotiations between the County and the successful bidder.
- 11.2. After award of this bid the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 11.3. At contract renewal time(s) or in the event of significant industry-wide market changes, the County may negotiate justified adjustments such as price, terms, etc., if, in its sole judgment, the County considers such adjustments to be in its best interest.

12. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

- 12.1. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All bids will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.

13. CONFIDENTIALITY

- 13.1. Bidders should be aware that all submissions provided are subject to public disclosure and will **not** be afforded confidentiality unless provided by Chapter 119 FL §.
- 13.2. If information is submitted with a bid that is deemed “Confidential” the bidder must stamp those pages of the submission that are considered confidential. The bidder must provide documentation to validate why these documents should be declared confidential in accordance with Chapter 119, “Public Records,” exemptions.
- 13.3. Lee County ***will not reveal engineering estimates or budget amounts for a project*** unless required by grant funding or unless it is in the best interest of the County. According to FL § 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

14. BID CONFLICT OF INTEREST

- 14.1. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All bidders must disclose with their submission the name of any officer, director, or agent who is also an employee of Lee County or any of its agencies. Further, all bidders must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder’s firm or any of its branches.
- 14.2. A Vendor that assisted in preparing and/or writing a scope of work and/or specifications may not submit a bid or proposal for County consideration on that project.

15. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 15.1. Upon the issuance of the solicitation, prospective proposers/bidders or any agent, representative, or person acting at the request of such proposer/bidder shall not have any contact, communicate with, or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation and ends upon execution of the final contract or when the solicitation has been canceled. **If it is determined that improper communications were conducted, the Bidder/Proposer may be declared non-responsible.**

16. ANTITRUST VIOLATION

- 16.1. A person or an affiliate who has been placed on the antitrust violator vendor list, available at [Antitrust Violator Vendor List / Vendor Registration and Vendor Lists / State Agency Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#), following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to Lee County; may not submit a bid, proposal, or reply for a new contract with Lee County for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to Lee County; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with Lee County; and may not transact new business with Lee County.

17. DRUG-FREE WORKPLACE

- 17.1. Lee County Board of County Commissioners encourages Drug-Free Workplace programs.

18. FLORIDA CERTIFIED ENTERPRISES

- 18.1. The County encourages the use of Florida Certified Enterprises such as Disadvantaged, Minority, Women, and Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.
- 18.2. Bidder/Proposer is requested to indicate whether the Firm and/or any proposed sub-consultants are a Florida Certified Enterprise. Lee County encourages the utilization and participation of DBE, MBE, WBE, VBE, or similar 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 Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

19. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 19.1. The bidder agrees to comply, in accordance with 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 19.2. The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability, or marital status. The bidder 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, disability, or marital status.
- 19.3. The bidder will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The bidder will take such actions with respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 19.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

20. SUB-CONTRACTOR

- 20.1. The use of sub-contractors under this solicitation requires prior written authorization from the County representative.

21. BID - PROJECT GUIDELINES (as applicable)

- 21.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget, and/or Requirements which shall serve as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this Agreement/Contract:
 - 21.1.1. No amount of work is guaranteed upon the execution of an Agreement/Contract.
 - 21.1.2. Rates and all other negotiated expenses will remain in effect throughout the duration of the Agreement/Contract period.
 - 21.1.3. This contract does not entitle any bidder to exclusive rights to County Agreement/Contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
 - 21.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, are considered incidental to the work and not an extra compensable expense.
 - 21.1.5. Lee County reserves the right to add or delete, at any time, any or all materials, tasks, or services associated with this Agreement/Contract.
 - 21.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity, or dollar value.

22. BID – TIEBREAKER

- 22.1. Whenever two or more bids, which are equal with respect to price, quality, and service, are received for procurement of commodities or contractual services, from responsive and responsible bidders, the following steps shall be taken to establish the award to the lowest bidder. This method shall be used for all ties.
 - 22.1.1. Step 1 - Local Bidder: Between a local Bidder, and a non-local Bidder, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local Bidder. **If local preference is prohibited by the funding source, then step 2 will replace step 1.**
 - 22.1.2. Step 2 – Drug-Free Workplace: At the conclusion of step 1, if all is equal, the Bidder with a Drug-Free Workplace program shall be given preference over a Bidder with no Drug-Free Workplace program.

The contract award, or the first opportunity to negotiate, as applicable, shall be made to the bidder with the Drug-Free Workplace program.

- 22.1.3. Step 3 - Coin Flip: At the conclusion of Step 1 and Step 2, if all is equal, the contract award, or the first opportunity to negotiate, as applicable, the final outcome shall be determined by the flip of a coin.
- 22.2. When the tie has been broken pursuant to the above procedures, the contract award, or the first opportunity to negotiate, as applicable, shall be furnished to the prevailing Bidder.
- 22.3. If an award or negotiation is unsuccessful with the initial bidder, award or negotiations may commence with the next highest bidder, utilizing the tiebreaker steps above to make the determination of the next lowest bidder, if necessary.

23. WITHDRAWAL OF BID

- 23.1. No bid may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. A bid may be withdrawn prior to the solicitation opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 23.2. A bidder may withdraw a submission at any time prior to the opening of the solicitation.
- 23.3. After submissions are opened, but prior to the award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a bid because of the mistake of the bidder in the preparation of the submission document. In such circumstances, the decision of the Procurement Management Director to allow the submission withdrawal, although discretionary, shall be based upon a finding that the bidder, by clear and convincing evidence, has met each of the following four tests:
 - 23.3.1. The bidder acted in good faith in submitting the bid,
 - 23.3.2. The mistake in bid preparation was of such magnitude that to enforce compliance by the bidder would cause severe hardship for the bidder,
 - 23.3.3. The mistake was not the result of gross negligence or willful inattention by the bidder; and
 - 23.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the Agreement/Contract.

24. PROTEST RIGHTS

- 24.1. Any Bidder that has submitted a formal Response to Lee County, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the County as part of the Solicitation process.
- 24.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.leegov.com/procurement). Bidders are solely responsible to check for information regarding the Solicitation.
- 24.3. Refer to the "Procurement Protest" section of the Lee County Procurement Ordinance 22-06 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 24.4. In order to preserve the right to protest, a written "**Notice of Intent To File A Protest**" must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision.
 - 24.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
 - 24.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.
- 24.5. Following receipt of the Notice of Intent to File a Protest, a "**Protest Bond**" and "**Formal Written Protest**" must be filed **within ten (10) business days** of Posting of the Notice of Intended Decision.
- 24.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 22-06 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

25. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 25.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the Agreement/Contract of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

26. CONTRACT ADMINISTRATION

- 26.1. **Designated Contact:**
- 26.1.1. The awarded bidder shall appoint a person(s) to act as a primary contact for all County departments. This person or backup shall be readily available during normal working hours by phone or in person and shall be knowledgeable of the terms and procedures involved.
 - 26.1.2. Lee County requires the awarded bidder to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.
- 26.2. **BID – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)
- 26.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be for one (1), three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.**
 - 26.2.2. The County reserves the right to renew this Agreement/Contract (or any portion thereof) and to negotiate pricing as a condition for each.
 - 26.2.3. The County’s performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon the annual appropriation of funds.
- 26.3. **BID – Basis of Award:**
- 26.3.1. The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder.
 - 26.3.2. In the event the lowest responsible and responsive bid for a project exceeds the available funds the County may negotiate an adjustment of the bid price with the lowest responsible and responsive bidder, to bring the total cost of the project within the amount of available funds.
 - 26.3.3. The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. The Award will be made to the lowest responsible and responsive bidder(s) within the category chosen for the basis of award.
 - 26.3.4. The County reserves the right to award to one or multiple bidders at the discretion of the requesting authority and approval of the Procurement Management Director.
- 26.4. **Agreement/Contracts:**
- 26.4.1. The awarded bidder will be required to execute an Agreement/Contract as a condition of the award. A sample of this document may be viewed online at <http://www.leegov.com/procurement/forms>.
- 26.5. **Records:**
- 26.5.1. **Retention:** The bidder shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules, and regulations. Unless otherwise stated in the specifications, the bidder shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
 - 26.5.2. **Right to Audit/Disclosure:** These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
 - 26.5.2.1. Keep and maintain public records required by the County to perform the service.
 - 26.5.2.2. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
 - 26.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
 - 26.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to

perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

26.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, Email at PRRCustodian@leegov.com or Visit <http://www.leegov.com/publicrecords>.**

26.5.4. Ownership: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications, and all data prepared or obtained by the successful bidder in connection with its services hereunder, include any documents bearing the professional seal of the successful bidder, and shall be delivered to and become the property of Lee County, prior to final payment to the successful bidder or the termination of the Agreement/Contract. This includes any electronic versions, such as CAD or other computer-aided drafting programs.

26.6. Termination:

- 26.6.1. Any Agreement/Contract as a result of this solicitation 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.
- 26.6.2. The Procurement Management Director may immediately terminate any Agreement/Contract as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Ordinance 22-06.
- 26.6.3. Any bidder who has voluntarily withdrawn from a solicitation 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 for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.
- 26.6.4. The County reserves the right to terminate the award or contract following any of the below for goods or services over \$1,000,000:
 - 26.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
 - 26.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (FL §215.473);
 - 26.6.4.3. Contractor has engaged in business operations in Cuba or Syria (FL § 215.471);
 - 26.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. (FL § 215.4725)
 - 26.6.4.5. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to be advantageous to the County.

27. WAIVER OF CLAIMS

- 27.1. Once this contract expires, or final payment has been requested and made, the awarded bidder shall have waived any claims against the County concerning this contract. After that period, the County will consider the bidder to have waived any right to claims against the County concerning this Agreement/Contract.

28. LEE COUNTY PAYMENT PROCEDURES

- 28.1. Unless otherwise noted, all vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238
- 28.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specifications for this project.
- 28.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.
- 28.4. 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 bidders should include in their bids, all sales or use taxes, which they will pay when making purchases of materials or sub-contractor services.
29. SAFETY DATA SHEETS (SDS) (as applicable)
- 29.1. It is the vendor's responsibility to provide Lee County with Safety Data Sheets on bid materials, as may apply to this procurement.
30. DEBRIS DISPOSAL (as applicable)
- 30.1. Unless otherwise stated, the bidder shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles, or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.
31. SHIPPING (as applicable)
- 31.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the bidder unless otherwise agreed upon in writing prior to service. It shall be the bidder's responsibility to make appropriate arrangements and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection, and storage (if available) of equipment and materials delivered. All pricing is to be F.O.B. destination.
- 31.2. 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 comply with the terms herein, fully in accord with the specifications and of the highest quality.
32. LOCAL VENDOR PREFERENCE
- 32.1. The Procurement Management Department will adhere to the Lee County Ordinance No. 22-06 and as may be amended from time to time (the County's "Local Vendor Preference"). It shall be at the discretion of the County Manager or Designee whether to apply Local Vendor Preference to any particular Solicitation.
- 32.2. The County's Local Vendor Preference, as it relates to Bidding preferences for local Vendors, is not applicable to Solicitations or Contracts when Commodities and/or Services may be provided in the event of an Emergency.
- 32.3. The County's Local Vendor Preference shall not apply in any procurement for Commodities or Services if the use of the Local Vendor Preference is prohibited by the terms of a grant or funding agreement or other prevailing law or policy.
33. INSURANCE (AS APPLICABLE)
- 33.1. Insurance shall be provided by the awarded bidder/vendor. Prior to the execution of the Agreement/Contract, a certificate of insurance (COI) complying with the bid documents shall be provided by the bidder/vendor.
- 33.2. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of "B or better."

End of Terms and Conditions Section

INSURANCE GUIDE



Lee County Insurance Requirements

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

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 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:
 - \$1,000,000 combined single limit (CSL); or
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 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:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease – policy limit

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



Lee County Insurance Requirements

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. **Under the Description of Operations, the following must read as listed:**

“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability.”

- b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

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 ensure that all subcontractors comply with all insurance requirements.

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End of Insurance Guide Section

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's Standard Terms and Conditions or the Scope of Work.

1. CONTRACT TERM

- 1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.
- 1.2. This is an annual Agreement and work will be authorized, scheduled, funded, and accounted for by issuance of a **Purchase Order**, by the requesting department. No guarantee is expressed or implied as to the quantity or commodities and/or services to be procured under this Invitation to Bid (ITB); no work is guaranteed.

2. BASIS OF AWARD

- 2.1. The basis of award shall be determined by the lowest *Project Total Bid* of the most responsive, responsible, and qualified Vendor meeting all bid specifications.
- 2.2. Vendors shall submit a bid on all line items in each category in order to be considered for award. Failure to do so may deem your firm nonresponsive.

3. LOCAL PREFERENCE

- 3.1. The Lee County Local Vendor Preference shall be 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 Vendor.

4. VENDOR BACKGROUND SCREENING REQUIREMENTS

- 4.1. Some of the County's "Athletic Fields" are associated with Lee County Schools, parks, etc., Vendor is required to conduct background checks on all employees that will be working in the County's facilities to include new hires.
 - 4.1.1. Vendor must maintain all employee background screening and employees must properly display credentials while on the premises.
- 4.2. Vendor is responsible for all costs associated with background screenings for all of its employees. The County will not reimburse the Vendor for costs associated with background screenings.

5. LETTER OF BONDABILITY

- 5.1. This solicitation does not require a Bid Bond; however, the Vendor must submit with their proposal a Letter of Bondability from their Surety Company showing their bonding capacity. Any issuer of a Letter of Bondability must be licensed to transact a fidelity and surety business in the State of Florida, with an A.M. Best of "B" or better.

6. MAINTENANCE BOND

- 6.1. The Awarded Vendor shall furnish, at time of contract execution or prior to Purchase Order Issuance, and at its own expense, a maintenance bond equal to \$1,000,000.00, by a surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida. The maintenance bond shall be required to protect the County from defects and faults in materials and/or workmanship provided by the Vendor for the duration of the contract. The maintenance bond shall be required for the term of the awarded contract and any renewals.

End of Special Conditions Section

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

- 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide Athletic Turf Maintenance and Reconstruction for Lee County Parks and Recreation.
- 1.2. Detailed services to be provided under this contract include, but may not be limited to fertilization, weed and vegetation control, pest control, aeration, 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.
- 1.3. Vendor shall furnish all fertilizers and chemicals and equipment for the maintenance and reconstruction of Lee County athletic fields.
- 1.4. There will be no charge to Lee County Parks and Recreation for work that is completed by County staff.
- 1.5. The Vendor shall provide permits, materials, fabrication, labor, supervision, equipment, tools, travel, fuel costs, removal of refuse from Lee County property, silt fencing if required by permitting, safety fencing around materials and/or equipment, and site prep necessary to perform the services required in accordance with the solicitation documents.

2. VENDOR QUALIFICATIONS

- 2.1. The County desires to contract with a Vendor that holds the following license, education, and certifications that the County believes are necessary to complete the scope of work included in this solicitation. At least one person, either the Vendor, employee of the Vendor, or sub-contractor, should hold the following license, education, and certifications. Vendor should submit with bid package proof of license, education, and certifications held by company, employee or sub-contractor that meets the requested qualifications listed. The County, at its sole discretion, reserves the right to approve documentation submitted, request additional documentation, or waive any aspect of the qualification requirement. The County further reserves the right to reject a low bidder submission from a Vendor that does not adequately meet the desired qualifications listed, at the sole discretion of the County.
 - 2.1.1. Fertilizer Best Management Practices Registration and Certification (Lee County Ordinance No. 08-08.
 - 2.1.2. Fertilizer License
 - 2.1.3. Pesticide Certification
 - 2.1.4. Certified Sports Field Manager (CSFM) certified by Sports Turf Managers Association (STMA) or Certified Field Builder (CFB) in lieu or in addition to an STMA Certification.
 - 2.1.5. Degree from accredited school in one of the following fields:
 - 2.1.5.1. Associate of Science in Golf or Landscape Operations
 - 2.1.5.2. Bachelors of Science Turf Grass Science or Turf Management
 - 2.1.5.3. Bachelors of Science in Agronomy or Soil Science
 - 2.1.5.4. Bachelors of Science in Horticulture
 - 2.1.6. Vendor must have completed three (3) projects similar in size to the scope of work outlined in this solicitation and must be submitted on form 8 Minimum Qualifications.
 - 2.1.7. Vendor must also have a minimum of five (5) years of experience with similar size projects (see Form 8).

3. EXAMINATION OF SITES/FACILITIES

- 3.1. 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.
 - 3.1.1. Note: Failure to visually inspect the facilities may be cause for disqualification of your bid.

- 3.2. 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. 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 Invitation to Bid.
- 3.3. Prior to start up 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.
- 3.4. Any questions that may arise during the course of the work should be addressed to the County representative.
 - 3.4.1. NOTE: Failure by the Vendor(s) to inspect all sites does not relieve the Vendor of the responsibilities as defined under this solicitation.
- 3.5. Vendor shall perform three (3) soil and three (3) tissue samples throughout the year and shall submit the results to Lee County staff. Vendor shall provide a schedule of when the samples will be collected to the County representative at the beginning of each contract year.

4. DESIGNATED CONTACT PERSON

- 4.1. The Vendor shall appoint a person or persons to act as a primary contact with Lee County. This person or backup shall be able to speak and understand English and readily available 24 X 7 by e-mail and telephone or in person and shall be knowledgeable of the terms and procedures involved.
- 4.2. The Vendor’s supervisors must be able to meet with County Representative at any time within a 2-hour time frame to discuss or view operations of the vendor’s staff.
- 4.3. In each district there may be a designee responsible for daily cooperation and signing of any documentation. Communication between the Vendor and the designated County representative must be acknowledged. Fax transmission and e-mail is acceptable, but only if acknowledgment of receipt is made. It will be the responsibility of the 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 is the application of materials by the Vendor. Areas requiring watering and/or other such materials. Activity may 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.

5. TURF MAINTENANCE

5.1. The maintenance levels provided under this contract shall be "AVERAGE DEMAND", "HIGH DEMAND" and "PROFESSIONAL STADIUM FIELDS". A list of the locations and a designation of their acreage into "AVERAGE DEMAND", "HIGH DEMAND" and "PROFESSIONAL STADIUM FIELDS" maintenance shall be as follows:

	TURF MAINTENANCE LOCATIONS	AVERAGE DEMAND	HIGH DEMAND	PROFESSIONAL STADIUM FIELDS
1	ALVA COMMUNITY PARK	3		
2	BAYSHORE ELEMANTARY SOCCER		10	
3	BROOKS PARK		4.5	
4	BUCKINGHAM COMMUNITY PARK		11	
5	CYPRESS LAKEHIGH SCHOOL		3.5	
6	DUNBAR HIGH SCHOOL		2.5	

7	ESTERO COMMUNITY PARK & HIGH SCHOOL FIELD	3	16	
8	FIVE PLEX		15	
9	HANCOCK COMMUNITY PARK		7.5	
10	FORT MYERS HIGH SCHOOL		3.5	
11	HARLEM HEIGHTS		1.5	
12	JETBLUE STADIUM		18	3
13	JETBLUE SOCCER EAST		12	
14	JETBLUE SOCCER WEST		9	
15	JUDD PARK		1	
16	KELLY ROAD		18.5	
17	LAKES PARK	3		
18	LEE COUNTY SPORTS COMPLEX		23.25	3
19	LEHIGH ACRES COMMUNITY PARK		16	
20	LEHIGH ACRES MIDDLE SCHOOL		9	
21	NORTH FORT MYERS PARK		10	
22	PHILLIPS PARK	1		
23	PINE ISLAND ELEMENTARY	2		
24	RIVERDALE HIGH SCHOOL		4.5	
25	RUTENBURG COMMUNITY PARK		9	
26	SAN CARLOS ELEMENTARY		3.5	
27	SHANDLER HALL		1.5	
28	SOUTH FORT MYERS HIGH SCHOOL		3.5	
29	TANGLEWOOD ELEMENTARY		4	
30	TERRY PARK		10	
31	THREE OAKS PARK		10	
32	VETERANS COMMUNITY PARK		11	
33	VETERANS MIDDLE SCHOOL		2	
34	VILLAS ELEMENTARY		4	
35	WA-KE HATCHEE SOCCER		2	
36	WA-KE HATCHEE PARK		1.5	
37	NORTH FORT MYERS ACADEMY OF THE ARTS		5	
	TOTAL	12	263.25	6

6. CATEGORY 1- SCHEDULED MAINTENANCE-ATTACHMENT A (AVERAGE DEMAND)

6.1 Average Demand” (Attachment A) minimum standards are:

- 6.1.1. 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 and signed inspection reports. Please check Attachment A for an “Average Demand” checklist. Please consult with site supervisor concerning the application of fertilizers, weed control, vegetation control and pest control.

6.2. FERTILIZATION

- 6.2.1. Fertilization visits will include application of at least 50% sulfur coated, dry, granular, balanced fertilizer see “Average Demand” list (Attachment A). The fertilizer applications are expected to follow the written application schedule 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 this solicitation, **Attachment A**. 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. Any fertilizer that gets on concrete or asphalt will be blown off.
- 6.2.2. Note: If fertilizer is delivered to the site make sure all fertilizer is applied within 72 hours or Vendor must remove from the site at no additional cost to the County.

6.3. WEED CONTROL (TURF AREAS)

- 6.3.1. A pre-emergent weed control herbicide shall 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 shall 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 D and/or approved by the County representative. Fields should be 98 – 100% weed free at all times.
- 6.3.2. Note: No spraying of weeds on grass playing surfaces will be permitted using Round-Up or any other non-selective herbicide. Vendor must communicate with site supervisors about not cutting fields before or after spraying either by putting it on the schedule or via email. Vendor must also communicate with site supervisors if spraying must be rescheduled for some reason.

6.4. VEGETATION CONTROL

- 6.4.1. Vendor shall 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 shall 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 shall 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.
- 6.4.2. Any exotic vegetation including but not limited to Palm shoots must be part of this control and treated as needed.
- 6.4.3. Note: Please note that weed control shall be applied to the entire site.

6.5. PEST CONTROL

- 6.5.1. Mole cricket control shall 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 D), including approximately 10’ outside of playing surface, warning tracks, and clay areas. Further follow-up applications are the responsibility of the Vendor and shall be made as needed without hesitation. The need for treatment shall 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 or as determined by the site representative and / or the Vendor (including periodic sod removal to test for white grubs). Disease and fungus control and detection are the responsibility of the Vendor and must be done immediately without hesitation as needed by the Vendor or as requested by the site representative.

- 6.5.2. The Vendor shall be 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 or at the discretion of the site representative and the Parks and Recreation Director. (Note: Vendor will not be responsible for pre-existing damage.) The Vendor must use approved pesticides for mole cricket control, preventively and ongoing. 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 E).
- 6.5.3. Vendor shall 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. Any change in chemicals requires Lee County Representative approval.

7. CATEGORY 1- SCHEDULED MAINTENANCE – ATTACHEMENT B (HIGH DEMAND)

7.1. "High Demand Maintenance" (Attachment B) minimum standards are:

- 7.1.1. Weekly inspection visits must be made by the Vendor and a site representative, if available, at each park within the districts, which includes written and signed inspection reports.
- 7.1.2. Please check **Attachment B** for a “High Demand Maintenance” checklist. Please consult with site supervisor concerning the application of fertilizers, weed control, vegetation control and pest control.

7.2. FERTILIZATION

- 7.2.1. 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 B**). 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. Any fertilizer that gets on concrete or asphalt shall be blown off.
- 7.2.2. Note: If fertilizer is delivered to the site make sure all fertilizer is applied within 72 hours or it must be removed from the site at no additional cost to the County.

7.3. WEED CONTROL (TURF AREAS)

- 7.3.1. A pre-emergent weed control herbicide shall 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 must be core aerated by the Vendor prior to this application. Post emergent weed control shall 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 D and/or approved by the County representative.
- 7.3.2. The Vendor must consult with the site supervisor before applying any pre-emergent herbicide to the Terry Park, Lee County Sports Complex, Player Development Complex and Jet Blue Park. All other areas shall receive the pre-emergent herbicide application and core aeration. These sites shall be determined by the site supervisor. The Vendor shall 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. Fields should be 99 – 100% weed free at all times.
- 7.3.3. Note: No spraying of weeds on grass playing surfaces will be permitted using Round-Up or any other non-selective herbicide. Vendor must communicate with site supervisors about not cutting fields before or after spraying either by putting it on the schedule or an email. Vendor must also communicate with site supervisors if spraying has to be rescheduled for some reason.

7.4. VEGETATION CONTROL

- 7.4.1. Vendor shall 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 shall 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 shall 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.
- 7.4.2. Any exotic vegetation including but not limited to Palm shoots must be part of this control and treated as needed.

7.4.2.1. Note: Please note that weed control shall be applied to the entire site.

7.5. PEST CONTROL

- 7.5.1. Mole cricket control shall consist of a preventive application approximately in April and August depending on weather, testing and scheduled events, covering entire fields with approved pesticide (Attachment D) Top Choice, including approximately 10' outside of playing surface, warning tracks, and clay areas. "Preventive application shall 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 must be made immediately without hesitation as needed. The need for treatment shall 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 shall be as needed or as determined by the site representative and /or the Vendor, (including periodic sod removal to test for white grubs).
- 7.5.2. Vendor shall be 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: Vendor will not be responsible for pre-existing damage.) The Vendor must use approved pesticides mole cricket control, preventively and ongoing. 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 E**).
- 7.5.3. Vendor shall 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. A change in chemicals requires Lee County Representative's approval.

8. CATEGORY 1- SCHEDULED MAINTENANCE - ATTACHMENT C (PROFESSIONAL STADIUMS)

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

- 8.1.1. Weekly inspection visits must be made by the Vendor and a site representative, if available, at each park within the districts, which includes written and signed inspection reports. Please check Attachment C for a "Professional Stadium Maintenance" checklist. Lee County Sports Complex and Jet Blue Park MUST look their best at all times. Some wear and tear is understandable. Please consult with site supervisor concerning the application of fertilizers, weed control, vegetation control and pest control.

8.2. FERTILIZATION

- 8.2.1. Site representatives shall accompany the Vendor for scouting of the entire area, at least weekly and as requested by the Lee County representative at any time. At least 24 to 48 fertilization visits, each of which shall include application of a 50% sulfur coated, dry, granular, and balanced fertilizer see "Professional Stadium 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. Any fertilizer that gets on concrete or asphalt must be blown off.

- 8.2.2. Note: If fertilizer is delivered to the site make sure all fertilizer is applied within 72 hours or it must be removed from the site at no additional cost to the County.

8.3. WEED CONTROL (TURF AREAS)

- 8.3.1. The Vendor must consult with the site supervisor before applying any pre emergent herbicide to Lee County Sports Complex and Jet Blue Park (Fenway South). All other areas shall receive the pre-emergent herbicide application and core aeration. These sites shall be determined by the site supervisor. The Vendor shall 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. Fields should be 99 – 100% weed free at all times.
- 8.3.2. Note: No spraying of weeds on grass playing surfaces will be permitted using Round-Up or any other non-selective herbicide. Vendor must communicate with site supervisors about not cutting fields before or after spraying either by putting it on the schedule or an email. Vendor must communicate with site supervisors if spraying has to be rescheduled for some reason.

8.4. VEGETATION CONTROL

- 8.4.1. Vendor shall 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 shall 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 shall 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.
- 8.4.2. Any exotic vegetation including but not limited to Palm shoots must be part of this control and treated as needed.

- 8.4.2.1. Note: Please note that weed control shall be applied to the entire site.

8.5. PEST CONTROL

- 8.5.1. Mole cricket control shall consist of a preventive application approximately in April and August depending on weather, testing and scheduled events, covering entire fields with approved pesticide (**Attachment D**) Top Choice, including approximately 10' outside of playing surfaced, warning tracks, and clay areas. "Preventive application shall 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 must be made immediately without hesitation as needed. The need for treatment shall 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 shall be as needed or as determined by the site representative and or the Vendor, (including periodic sod removal to test for white grubs).
- 8.5.2. Vendor shall be 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: 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 E**).
- 8.5.3. Vendor shall 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. Any change in chemicals requires Lee County Representative approval.

8.6. TURF RECONSTRUCTION

- 8.6.1. If required at the County's discretion, Vendor shall reconstruct turf back to its natural state. Re-sod using Platinum TE Paspalum Turf, Bermuda 419, or Certified Celebration sod, Tif Tuff or Premier, Bimini Bermuda, or any new type of sod as determined by the Lee County Representative and replace soil where needed. Sod shall be rolled sod unless the Lee County Representative determined differently. Sod must be in excellent shape or the Lee County site representative may deny it. If determined unusable by the Lee County site representative the County will not be liable to pay for that sod. A Lee County site representative will determine any repairs or if the job is acceptable. It will be the Lee County site representative decision as to what will be replaced. No sod pieces shall be smaller than 12' x 12". Sod shall be cut with a knob cutter and drill for all the sprinkler heads. For large areas, it may require laser grading as determined by a County Representative. This includes but not limited to hauling dirt, laser-grading, raking, etc. Pricing for reconstruction shall utilize the pricing as listed under Category 2 – Required Additional Services.
- 8.6.2. 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 Platinum TE Paspalum Turf or rolled Certified Celebration sod, Tif Tuff, Premier, Bimini Bermuda, or what is present at that time (which will be determined by a County Representative) and replace soil where needed at no charge to the Lee County.
- 8.6.3. Area of reconstruction will be determined and approved by the County representative. Vendor shall meet with the County representative, as required prior to any work being performed to understand and layout area that needs to be reconstructed.

9. WORKMANSHIP AND INSPECTION

- 9.1. The 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.
- 9.2. All work, including required documentation, that does not meet the specifications MUST be corrected before Lee County will give approval for payment.

10. SUPERVISION AND SAFETY

- 10.1. The Vendor shall be responsible for the supervision and direction of the work performed by their employees.
- 10.2. The Vendor shall be responsible for instructing their employees in all safety measures. All equipment used by the 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 must be properly grounded. All employees must wear proper personal protective equipment while working on County premises.
- 10.3. Lee County reserves the right to stop any work practices, procedures, etc. it deems to be unsafe at any time.

11. TOLLS

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

12. CLASSES FOR PARKS MAINTENANCE STAFF

- 12.1. The Vendor shall be required to offer at least two classes for the Parks maintenance staff per year, to update the staff on new products, mowing turf, watering etc., at no additional cost to the County.

13. NO SUBCONTRACTORS

- 13.1. The use of sub-contractors shall not be allowed at any time or for any purpose with the exception of Specialized/Restricted treatments such as Nematode treatment, etc. with the approval of Lee County. The County

takes great pride in our playing fields so certain standards and qualifications must be met by the Vendor to properly maintain them.

13.1.1. Note: This could be cause for dismissal.

14. LEE COUNTY RESERVES THE RIGHT

- 14.1. 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 agreement (price to be adjusted).
- 14.2. 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.
- 14.3. Lee County may change the number or types of service that are required to be performed at each field.
- 14.4. 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.

15. VENDOR REQUIREMENTS

- 15.1. 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. The County expects the quality of the Facilities to be maintained at a high standard. Minimum standards that we require are provided to maintain these levels.
- 15.2. 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 solicitation (Attachment A, Attachment B and Attachment C). The 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 shall 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.
- 15.3. The following information shall be furnished to the Lee County representative and site representative (see Attachments A, B, C, D, E and F), application records are to be turned into Lee County representatives on a weekly basis:
 - 15.3.1. After each fertilizer application, totals applied and rate of application.
 - 15.3.2. After each pesticide application, totals applied and rate of application.
 - 15.3.3. Any observations of abnormal conditions.
 - 15.3.4. All chemicals and fertilizer amounts and rates must be verified and signed off by a designated Lee County representative on the County supplied form only.
 - 15.3.5. 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.
 - 15.3.6. 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.
 - 15.3.6.1. 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 must be sent to the "County Representative".

16. SERVICE CALLS

- 16.1. If callbacks are necessary, the Vendor shall perform service calls within twenty-four (24) hours after receipt of notice of a problem.
- 16.2. In the event a problem arises that is determined to be an "emergency" by the Parks and Recreation Director, or designee, the Vendor agrees to respond within two (2) hours of notification.

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

17. INVOICING

17.1. Vendor shall be required to prepare invoices indicating the park location and the purchase order number. Please include the Item number, pricing as listed on the price sheets, and a brief description of what is being done.

18. MAJOR BREAKDOWNS/NATURAL DISASTERS

18.1. Lee County requires that the 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 in the event of natural disaster or emergencies.

19. CATEGORY II – SERVICES

19.1. Category II services will be ordered as required by the County.

20. SERVICE A – AERIFICATION

20.1. Vendor shall provide per acre aerification (any location) services. As required, a County representative and Vendor will determine the type of aerification, type and size of tines, depth, and spacing.

20.2. Standard Aerification shall be 4-5” depth.

20.3. Deep Tine – Vendor shall provide 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 county representative will determine the depth of the deep tine aerification.

20.4. Pro Core Aerification: County representative and vendor should determine Tines, spacing and depth. Depth will be 1 “to 5” and spacing 1.5” to 3”.

20.5. Shockwave Aerification: County representative and vendor should determine Shockwave Aerification- Depth.

20.6. Vendor may be asked to drag or pick up cores if needed.

21. SERVICE B – VERTICUTTING

21.1. Vendor shall provide per acre verticutting (any location) services. After verticutting all excess clippings must be removed from the area. Remove the clippings from the fields and leave them in the designated area.

22. SERVICE C – FERTILIZATION

22.1. Vendor shall provide per acre fertilizing using either hand spreading or tractor spreading services. Fertilizer blend shall be determined between County representative and the Vendor. Fertilizer that gets on concrete or asphalt should be blown off before watering.

22.1.1. If required by County, Vendor shall supply fertilizer as needed with a mark up not to exceed 15% of the market price for the purchase of fertilizer.

23. SERVICE D – SOD

23.1. Vendor shall provide per square foot for sod supplied and installed (any location labor and material for rolled sod or by the pallet for Platinum TE Paspalum Turf or Certified Celebration, Premier, Tif Tuff, Bimini Bermuda, or any new sod type that Lee County may require). Sod work shall be turnkey, and any rolled sod installation shall include field/turf rolling.

24. SERVICE E – SPRIGGING

24.1. Eight hundred (800) Bushels per acre installed.

25. SERVICE F – ANT CONTROL

25.1. Vendor shall provide per acre ant control (any location labor and material) services using Top Choice and/or Amdro both tractor spread and hand spread.

26. SERVICE G – GRANULAR IRON TREATMENTS

26.1. Vendor shall provide per acre iron treatment (any location labor and material) services using both tractor spreading and hand spreading.

27. SERVICE H – SPRAYING LIQUID IRON

27.1. Vendor shall provide per acre spray liquid iron services. Vendor shall supply labor and material. Vendor shall work with site supervisor to determine type of iron to use.

28. SERVICE I – TREATING FOR NEMATODES/STRESSGARD

28.1. Vendor shall provide per acre application Curfew services. Since this is a restricted pesticide the County will allow only this application to be sub-contracted. It is up to the Vendor to make sure the sub-contractor 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. This can change depending on new products. County representative must approve before any changes are made.

29. SERVICE J – SPRAYING FOR FUNGUS, WEEDS AND OR INSECTS

29.1. Vendor shall provide per acre spraying (any location labor and material or labor with the County supplying the material) services.

30. SERVICE K – DUAL RECEIVER LASER GRADING

30.1. Vendor shall provide per acre and per infield Laser grading services, which promotes drainage and safe playability during all seasons.

31. SERVICE L – PRIMO TREATMENT

31.1. Vendor shall provide primo treatment services to help slow horizontal growth and promote lateral growth. Only to be used on Turf unless the site supervisor and the Vendor agree upon using on different turf.

32. SERVICE M – SOD TO SPRIG

32.1. Vendor shall provide sod to sprig services by cutting sod and turning it in to sprigs to repair fields – this shall be a turn key package from install to grown in and fields shall be playable when completed.

33. SERVICE N - TOP DRESSING

33.1. Vendor shall provide the necessary equipment and labor to load and disperse sand to the turf areas. The County will provide the sand.

34. SERVICE O – ROTA DAIRON (REVERSE TILL)

34.1. Vendor shall provide per acre and per infield for Rota Dairon (reverse till) services. This shall be part of the laser grading but also may be required in other situations such as areas that need sod work.

35. SERVICE P- FRAZE MOWING

35.1. Vendor shall provide fraze mowing services. The depth shall be determined by the Vendor and the County representative. Helps level field areas and promotes growth. This shall be a turnkey project with the mowing and clean up.

36. SERVICE Q – SPRING TRAINING PACKAGE

- 36.1. Vendor shall supply labor and material.
 - 36.1.1. Spring Training Package-12-0-0 Iron and Amino Iron
 - 36.1.2. Asset and Nutriplant (minors) Title Phyte (0-0-50).
 - 36.1.3. Aspa-80 (wetting agent)
 - 36.1.4. Heritage, Bandol, Chlorothalonil & Subdue (Fungicides)
 - 36.1.5. Fifen XTS and Imid 2F (insectides)
 - 36.1.6. Liquid Calcium
 - 36.1.7. Exteris Stressgard

37. SERVICE R - ORGANO TREATMENT

37.1. Vendor shall supply organo treatment services.

38. SERVICE S – MOWING FIELDS

38.1. Vendor shall provide mowing services using reel mower- Height of cut shall be determined by the site supervisor and Vendor representative. Reels must be sharp and properly adjusted.

39. SERVICE T – WETTING AGENT

39.1. Vendor shall supply wetting agent services. labor and materials, include pricing for liquid and granular. Granular shall be put down with a walk spreader on infield, sidelines and apron. Tractor and hopper can spread outfield.

40. SERVICE U - RECYCLE DRESSING

40.1. Vendor shall provide recycle dressing services. The Recycling Dresser aerates the underlying soil vertically and horizontally, removing soil from the root-zone and re-distributing it across the playing surface. Layering and compaction are eliminated, biological activity increased and existing fertilizers in the soil are better utilized. The Recycling Dresser reduces the amount of new top-dressing required, therefore saving labor and material costs and promoting sustainable maintenance. Vendor shall supply labor.

41. SERVICE V – ATHLETIC FIELD IRRIGATION SERVICE AND REPAIR

41.1. Vendor shall provide Athletic Field Irrigation Service and repair of irrigation at athletic fields, to include but not limited to baseball, softball, football, soccer, and practice fields, as needed.

41.2. Vendor shall supply labor for sprinkler head replacement and/or sprinkler head removal. County will provide sprinkler heads for replacement.

41.3. Vendor is allowed a 10% mark up for products and materials outside of the sprinkler head, i.e., glue, cutters, etc., that are not provided by the County.

41.4. Vendors are required to submit their pricing for Service V-Irrigation; however, this section will not be included in the basis of award for this solicitation.

42. LIST OF CHEMICALS

42.1. Vendor shall provide MSD Sheets on each chemical use to the County.

CHEMICAL LIST	CHEMICAL LIST
Acidiphlow	Lesco Tracker
Aquiflo Plus	Lesco Wet
Advion Insect Granuales	Liquid Iron
Armada 50 WDG	Manor
Avenue South	Monument
Award	Methelayed Seed Oil
Banner	Nimitz G
Barricado	Non -Ionic Spreader/Sticker
Basagram T&O	Pendulum 3.3 EC
Bifen	Pedulum Aquqcap
Blindside	Pillar G
Celsius WG	Primo
Certainty	Princep 4L T&O
Chipco Choice	Pro Sedge
Clearys 3336 DG Light Granular (fungicide)	Revolver
Cornerstone Plus	Ronstar
Criterion	Round-up Pro
Curfew	Sedge Hammer

Dimension	Sencor 75 T&O
Dismiss NXT	Sevin SL
Dismiss Turf	Shredder Amine 4L
Dismiss South	Spectacle Flo
Drive	Spectacle Total
Eagle 20 EW (fungicide)	Speedzone Southern
Drive XLR8	Subdue
Exteris Stressgard	Surflan
Focus	Suregaurd
Garlon	Talstar
Gravity	Terrazole
Heritage	Top Choice
Idemnify	Triple Crown
Katana	Tribute Total
Launch	Xonerate WDG

42.2. Note: This is the current list of chemicals that may be used on our athletic turf areas. As newer products become available, they can be added to the list. All chemicals must be approved by the Parks and Recreation Representative, any substitutions or changes without permission are grounds for immediate dismissal.

End of Scope of Work and Specifications Section

FORMS DESCRIPTION & INSTRUCTIONS

INVITATION TO BID

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in the completion of the County's standard forms.

<u>Form #</u>	<u>Title/Description</u>
1.	<p><i>Solicitation Response Form</i></p> <p>All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (as applicable.) The corporate or mailing address must match the company information as it is listed with the Florida Department of State Division of Corporations. Attach a copy of the web page (s) from http://www.sunbiz.org as certification of this required information. A sample is attached for your reference.</p> <p>Verify that all Addenda and tax identification numbers have been provided.</p>
1a.	<p><i>Bid/Proposal Form</i></p> <p>This form is used to provide an itemization of project costs. A more detailed "schedule of values" may be requested by the County.</p> <p><i>*Business Relationship Disclosure Requirement</i></p> <p>Sections 112.313(3) and 112.313(7), F.S., prohibits certain business relationships on the part of public officers and employees, their spouses, and their children. If this disclosure is applicable, the Bidder must request the form entitled "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by § 112.313(12)(b), F.S.) to be completed and returned with the Solicitation Response. It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.</p> <p>NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.</p>
2.	<p><i>Affidavit Certification Immigration Laws</i></p> <p>Submission of this form constitutes acknowledgment that the Bidder complies with all applicable immigration laws.</p>
3.	<p><i>Reference Survey</i></p> <p>Provide this form to reference respondents. <u>For Bids, this form will be requested from the apparent low Bidder prior to the award. (not required to submit with the bid)</u></p> <ol style="list-style-type: none">Section 1: Bidder/Proposer to complete with <u>reference respondent's</u> information prior to providing to them for their response. (This is not the Bidder/Proposer's information.)Section 2: Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.The <u>reference respondent</u> should complete "Section 3."Section 4: The reference respondent must print and sign.Three (3) Reference responses are to be provided upon request.Failure to obtain reference surveys may make your company non-responsive.

4. ***Negligence or Breach of Contract Disclosure Form***

The form may be used to disclose negligence or breach of contract litigation that your company may have been a part of over the past ten (10) years. You may need to duplicate this form to list all history. If the Bidder has more than ten (10) lawsuits, you may narrow them to litigation of the company or subsidiary submitting the Solicitation Response. Include, at a minimum, litigation for similar projects completed in the State of Florida. The final outcome should include in whose favor the litigation was settled and whether a monetary amount was awarded. The settlement amount may remain anonymous.

If you have **no litigation**, enter **“None”** in the first **“type of incident”** block of the form. Please do not write N/A on this form.

5. ***Sub-Contractor/Consultant List***

To be completed and returned when sub-contractors/consultants are to be utilized and are known at the time of the submission.

6. ***Public Entity Crime Form***

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 on 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 Work 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

7. ***Minimum Qualifications/ Requirements***

States the minimum qualifications the Bidder/Proposer is required to meet in order to be considered for award or evaluation.

****Bid/Proposal Label***

Self-explanatory. Please affix to the outside of the sealed submission documents.

****Include all licenses or certifications requested***

Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

It is the Bidder’s responsibility to ensure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If Solicitation is not received prior to the deadline, it cannot be considered or accepted)



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: Bid Due Date: 10/6/2023

SOLICITATION IDENTIFICATION: B230548WCD

SOLICITATION NAME: Athletic Turf Maintenance and Reconstruction

COMPANY NAME:

NAME & TITLE: (TYPED OR PRINTED)

BUSINESS ADDRESS: (PHYSICAL)

CORPORATE OR MAILING ADDRESS:

[] SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS:

PHONE NUMBER: FAX

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK THE LEE COUNTY PROCUREMENT MANAGEMENT WEBSITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE BUT WILL NOT NOTIFY.

By responding to this sealed solicitation, the Bidder/Proposer makes all representations required by the instructions and further warrants and represents that: Bidder/Proposer has examined copies of all the solicitation documents and of the following addenda:

No. Dated: No. Dated: No. Dated:

No. Dated: No. Dated: No. Dated:

Taxpayer Identification Number:

(1) Employer Identification Number -OR- (2) Social Security Number:

** Lee County collects your social security number for tax reporting purposes only

Please submit a copy of your registration from the website www.sunbiz.org establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations. (a sample is attached for your reference)

1 Collusion Statement: Lee County, Florida The undersigned, as Bidder/Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby bid/propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 Scrutinized Companies Certification: Section 287.135, FL §, "Prohibition against contracting with scrutinized companies." Prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, have been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to be advantageous to the County. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above complies with Section 287.135, FL §. I understand that submission of a false certification may subject the company to contract termination, civil penalties, attorney's fees, and/or costs.

Form 1 – Solicitation Form, Page 2

3 Business Relationship Disclosure Requirement: Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates, and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), FL § (1983)) to be completed and returned with solicitation response. It is the bidder/proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

Business Relationship Applicable (request form) **Business Relationship NOT Applicable**

4 Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) **Yes** **No**
 Proposer? If yes, please attach a current certificate.

ALL SUBMISSIONS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE BIDDER/PROPOSER. WITNESSED AND SEALED (AS APPLICABLE)

 Company Name (printed or typed)



(Affix Corporate Seal, as applicable)

 Authorized Representative Name (printed or typed)

 Authorized Representative's Title (printed or typed)

 Witnessed/Attested by: (Witness/Secretary name and title printed or typed)

 Authorized Representative's Signature

 Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counteroffers, lack of required submittals, or signatures, on the County's forms, may result in the submission being declared non-responsive by the County.

Bidders may not adjust or modify County-authored data as provided within the Bid Schedule. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.

Detail by Entity Name
Florida Profit Corporation
 Bill's Widget Corporation

Filing Information
 Document Number 655555
 FB/EIN Number 511111111
 Date Filed 09/22/1980
 State FL
 Status ACTIVE
 Last Event AMENDED AND RESTATED ARTICLES
 Event Date Filed 07/25/2006
 Event Effective Date NONE

Principal Address Verify either Principal or Mailing address is on Form 1
 555 N Main Street
 Your Town, USA 99999
 Changed 02/11/2012

Mailing Address
 555 N Main Street
 MYour Town, USA 99999
 Changed 02/11/2012

Registered Agent Name & Address
 My Registered Agent
 111 Registration Road
 Registration, USA99999
 Name Changed:12/14/2006
 Address Changed: 12/14/2006

Officer/Director Detail

Name & Address

Title P
 President, First
 555 AVENUE
 Anytown, USA99999

Title V
 President, Second
 555 AVENUE
 Anytown, USA99999

IMPORTANT:
 For corporations, ALL documents must be signed by the president of the company or an authorized individual. For any individual other than the president, we will need one of the following to confirm their authority to sign:
 1. a corporate resolution by the Board of Directors, or
 2. an extract of minutes, or
 3. an extract of Vote by the Board of Directors
 If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).
 With respect to an LLC, the authority to bind a limited liability company is controlled by Florida statutes. Managers or managing members have inherent authority to bind an LLC.
 If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.

v01/03/2018

Sample Only



PROCUREMENT MANAGEMENT DEPARTMENT BID/PROPOSAL FORM

COMPANY NAME: _____

SOLICITATION: B230548WCD Athletic Turf Maintenance and Reconstruction

This page serves as a header/placeholder only. Please refer to the Excel document provided with the solicitation for the complete Bid Schedule. The Excel document contains formulas for convenience; however, it is the Contractor's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s).

REMINDER: 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.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will deem Bidder as non-responsive and ineligible for award.

Bidders may not adjust or modify data provided within the Bid Schedule. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.

PLEASE ENSURE you have provided a printed copy of the Bid Schedule with your hard copy submission packages and provided the excel version with your digital submission package.

Detailed Proposal to be provided as part of and as described in project Submittal Requirements.



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **B230548WCD** SOLICITATION NAME: **Athletic Turf Maintenance and Reconstruction**

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

BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, AND ENTERING INTO A CONTRACT, YOU AFFIRM AND REPRESENT THAT YOU ARE REGISTERED WITH THE E-VERIFY SYSTEM AND ARE USING THE SAME, AND WILL CONTINUE TO USE THE SAME AS REQUIRED BY SECTION 448.095, F.S. COMPLIANCE WITH SECTION 448.095 INCLUDES BUT IS NOT LIMITED TO, UTILIZATION OF THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES, AND REQUIRING ALL SUBCONTRACTORS TO PROVIDE AN AFFIDAVIT ATTESTING THAT THE SUBCONTRACTOR DOES NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH, AN UNAUTHORIZED ALIEN. FAILURE TO COMPLY WILL LEAD TO TERMINATION AS A VENDOR, DISQUALIFYING YOU FOR AWARD OF A SOLICITATION, DENIAL OF ENTERING INTO A CONTRACT AND/OR, CANCELLATION OF AN ACTIVE CONTRACT, OR IF YOUR SUBCONTRACTOR KNOWINGLY VIOLATES THE STATUTE, THE SUBCONTRACT MUST BE TERMINATED IMMEDIATELY. ANY CHALLENGE TO TERMINATION UNDER THIS PROVISION MUST BE FILED NO LATER THAN 20 CALENDAR DAYS AFTER THE DATE OF TERMINATION. IF TERMINATED FOR A VIOLATION OF THE STATUTE BY THE VENDOR, THE VENDOR MAY NOT BE ALLOWED TO DO BUSINESS WITH THE COUNTY OR BE AWARDED A SOLICITATION OR CONTRACT FOR A PERIOD OF 1 YEAR AFTER THE DATE OF TERMINATION. ALL COSTS INCURRED TO INITIATE AND SUSTAIN THE AFOREMENTIONED PROGRAMS SHALL BE THE RESPONSIBILITY OF THE VENDOR.

Company Name: _____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this _____ day of _____ 20____, by _____ who has produced _____ (Print or Type Name)

_____ as identification.
(Type of Identification)

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.**

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: _____

Section 1	Reference Respondent Information	Please return completed form to:	
FROM:	_____	Bidder/Proposer:	
COMPANY:	_____	Due Date:	
PHONE #:	_____	Total # Pages: 1	
FAX #:	_____	Phone #:	Fax #:
EMAIL:	_____	Bidder/Proposer E-Mail:	

Section 2	Enter Bidder/Proposer Information, as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Bidder/Proposer Name:	_____		
Reference Project Name:	Project Address:	Project Cost:	
Summarize Scope:			

You as an individual or your company have been given as a reference for the project identified above. Please provide your responses in section 3 below.

Section 3		Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?		
2. Were any problems encountered with the company's work performance?		
3. Were any change orders or contract amendments issued, other than owner initiated?		
4. Was the job completed on time?		
5. Was the job completed within budget?		
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources? <small>Rate from 1 to 10. (10 being the highest)</small>		
7. If the opportunity were to present itself, would you rehire this company?		
8. Please provide any additional comments pertinent to this company and the work performed for you:		

Section 4 Please submit non-Lee County employees as references

Reference Name (Print Name) _____

Reference Signature _____

Form 4 – Negligence, Breach and/or Non-Compliance Disclosure Form



ALLEGED NEGLIGENCE/BREACH OF CONTRACT/NON-COMPLIANCE WITH GOVERNMENTAL REGULATION FORM

“Please fill in the form below. Provide details for each incident of alleged negligence, breach of contract, or non-compliance with governmental regulation that has occurred over the past 10 years. Examples of non-compliance with governmental regulation include but are not limited to zoning violations, code enforcement violations, civil or criminal citations, and denial, or revocation of permits. Provide details for all entities currently or previously owned in whole or in part by the proposer in the last 10 years. Please complete in chronological order with the most recent incident starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.”

Company Name: _____

Type of Incident <i>Alleged Negligence, Breach of Contract, or Non-Compliance</i>	Incident Date And Date Filed	Plaintiff <i>(Company, person, entity-acted against your company or state if your company initiated the action)</i>	Case Number	Court <i>(Name of State and County)</i>	Project <i>(Address and Name)</i>	Allegation <i>(Stated reason your company was accused of negligence, breach of contract or non-compliance of governmental regulation or the allegations your company made)</i>	Final Outcome <i>(Who prevailed and how)</i>

Make as many copies of this sheet as necessary to **provide a 10-year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name and write “NONE” in the first “Type of Incident” box** of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. The final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Proposals may be declared “non-responsive” due to omissions of “Negligence or Breach of Contract” on this disclosure form. Additionally, proposals may be declared “not responsible” due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

Page Number: _____ Of _____ Total pages

Public Entity Crime Form

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime:
or:
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length Agreement/Contract, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting that sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing, and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this ___ day of _____ 20___, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration



MINIMUM QUALIFICATION REQUIREMENTS
FOR
B230548WCD ATHLETIC TURF MAINTENANCE AND
RECONSTRUCTION

Bidder(s)/Proposer(s) must meet the minimum qualification requirements as specified in the following form to qualify for consideration of award. This form must be completed and returned with the proposal submittal along with any supporting documentation where requested and/or indicated herein.

The County reserves the right, in their sole judgment, to determine to its satisfaction whether the Bidder(s)/Proposer(s) has met the minimum qualification requirements as specified herein. The determination shall be based upon the examination of the Minimum Qualification Requirements form and associated supportive documentation (if any requested).

An affirmative determination shall be a prerequisite for award of the contract to the Bidder(s)/Proposer(s). A negative determination shall result in disqualification of the proposal, in which event the County shall exclude the proposal from the evaluation or consideration process and therefore deeming the Bidder(s)/Proposer(s) ineligible for award.

CRITERIA 1 – MINMUM EXPERIENCE: Proposer must have completed at least three (3) turf restoration projects similar in size and nature within the past five (5) years.

Has your Firm completed at least three (3) Turf Restoration projects similar in size and nature within the past five (5) years. _____ **YES** _____ **NO**

If YES, provide details as requested below:

CRITERIA 1 – PROJECT 1 – Similar in size and scope completed in past five (5) years

PROJECT NAME:	_____	
PROJECT START DATE:	_____	PROJECT COMPLETION DATE: _____
CLIENT NAME:	_____	
CLIENT CONTACT NUMBER:	_____	CLIENT EMAIL: _____
AMOUNT OF AWARD:	_____	
SCOPE OF WORK SUMMARY:	_____	

CRITERIA 1 – PROJECT 2 – Similar in size and scope completed in past five (5) years

PROJECT NAME:	_____	PROJECT COMPLETION DATE:	_____
PROJECT START DATE:	_____		
CLIENT NAME:	_____		
CLIENT CONTACT NUMBER:	_____	CLIENT EMAIL:	_____
AMOUNT OF AWARD:	_____		
SCOPE OF WORK SUMMARY:	_____		

CRITERIA 1 – PROJECT 3 – Similar in size and scope completed in past five (5) years

PROJECT NAME:	_____	PROJECT COMPLETION DATE:	_____
PROJECT START DATE:	_____		
CLIENT NAME:	_____		
CLIENT CONTACT NUMBER:	_____	CLIENT EMAIL:	_____
AMOUNT OF AWARD:	_____		
SCOPE OF WORK SUMMARY:	_____		

Authorized Bidder/Proposer Signature

Date:

Authorized Bidder/Proposer Name (Print or Type)

ATTACHMENT A

“Average Demand Maintenance”

Site address: _____

County Representative: _____

Phone: _____

Date: _____

Area: _____ / _____ Acres

Month	Week	Quantity	Product	Rate/Acre
MONTH	WEEK	QUANTITY	PRODUCT	RATE/ACRE
1			21-0-0	210 lbs/acre
1			Vegetation Control	Per Label
2			Potash Application 0-0-50	100 lbs/acre
2			Vegetation Control	Per Label
2			Aerate	
2			Pre M	Per Label Full Coverage
3			46-0-0	100 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			*Verticutting	
4			Vegetation Control	Per Label
5			21-0-0	210lbs/acre
5			Vegetation Control	Per Label
6			Potash Application 0-0-50	100lbs/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	300lbs/acre
7			Vegetation Control	Per Label
8			*Verticutting	
8			Mole Cricket/Ants Control (Top Choice)	Per Label Full Coverage
8			Vegetation Control	Per Label
9			15-0-15	300lbs/acre
9			Aerate	
9			Pre M	
9			*Turf Weed Control	Per Label Full Coverage

9			Vegetation Control	Per Label
10			Vegetation Control	Per Label
10			Potash Application 0-0-50	100lbs/acre
11			46-0-0	100lbs/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, 300lbs/acre
	21-0-0 210lbs/acre
	46-0-0 100lbs/acre
	0-0-50 potash 100lbs/acre
	*Weed Control may require follow up applications
	*Verticutting will be scheduled twice for each park

Signature: _____

Date: _____

ATTACHMENT B

“High Demand Maintenance”

Site address: _____

County Representative: _____

Phone: _____

Date: _____

Area: _____ / _____ Acres

Month	Week	Quantity	Product	Rate/Acre
1			46-0-0	100lbs/acre
1			Vegetation Control	Per Label
2			21-0-0	210lbs/acre
2			Vegetation Control	Per Label
2			Chelated Iron 12-0-0	2.5 gals/acre Full Coverage
2			Potash Application 0-0-50	100lbs/acre
3			21-0-0 bi-weekly	210lbs/acre 1lbs of N/1000 sq. ft.
3			*Turf Weed Control	Per Label Full Coverage
3			Vegetation Control	Per Label
4			21-0-0 bi-weekly	210lbs/acre 1lbs of N/1000 sq. ft.
4			Mole Crickets/Ants Control (Top Choice)	Per Label Full Coverage
4			*Verticutting	
4			*Deep Tine Aerify	
4			Pre M	Per Label Full Coverage
4			Vegetation Control	Per Label
5			46-0-0	100lbs/acre
5			Vegetation Control	Per Label
6			15-0-15	300lbs/acre
6			Potash Application 0-0-50	100lbs/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	300lbs/acre
7			Vegetation Control	Per Label
8			15-0-15	300lbs/acre
8			*Verticutting	
8			Mole Crickets/Ants Control (Top Choice)	Per Label Full Coverage
8			Vegetation Control	Per Label
9			15-0-15	300lbs/acre
9			Aerate	
9			Pre M	Per Label Full Coverage
9			*Turf Weed Control	Per Label Full Coverage
9			Vegetation Control	Per Label
10			Potash Application 0-0-50	100lbs/acre

10			46-0-0	100lbs/acre
10			Vegetation Control	Per Label
11			46-0-0	100lbs/acre
11			Vegetation Control	Per Label
12			21-0-0	210lbs/acre
12			Vegetation Control	Per Label
12			*Deep Tine Aerify	

SUMMARY

BAGS	PRODUCT DESCRIPTION
	15-0-15 50% scu, 2% Fe 2%Mn 2%Mg, 300lbs/acre
	21-0-0 210lbs/acre
	46-0-0 100lbs/acre
	0-0-50 Potash 100lbs./acre
	*Weed Control may require follow up applications
	*Verticutting will be scheduled twice for each park
	* Deep tine Aerify - If not able to do certain fields, will determine alternative method.

Signature: _____

Date: _____

ATTACHMENT C
“Professional Stadium Maintenance”

Site address: _____

County Representative: _____

Phone: _____

Date: _____

Area: _____ / _____ Acres

Month	Week	Quantity	Product	Rate/Acre
January	1		46-0-0 Greens Grade	50lbs/acre
	1		Subdue Granular	50lbs/acre
	2		Ferromec Liquid Iron	3 gal/acre
	2		Preventative Fungicide	1lb/acre
	3		46-0-0 Greens Grade	50lbs/acre
	4		Potash 0-0-50	100lbs/acre
	4		Ferromec Liquid Iron	3 gal/acre
	5		46-0-0 Greens Grade	50lbs/acre
	1,2,3,4,5		Spot & Boom Spray Weed Control	Label Rates
	1,2,3,4,5		Manual Weed Control	
	5		Additional Pest Control As Needed	Label Rates
	5		Vegetation Control	
	February	1		Subdue Granular
1			Liquid Minors Pkg. Mn, Mg, Fe	.66 to 1.5 gal/acre
2			21-0-0	105lbs/acre
2			Granular Wetting Agent	Per Label
3			Heritage Fungicide Application	Per Label Full Coverage
3			Liquid Minors Pkg. Mn, Mg, Fe	.66 to 1.5 gal/acre
4			21-0-0	105lbs/acre
4			Potash 0-0-50	100lbs/acre
4			Additional Pest Control As Needed	Label Rates
			Vegetation Control	
1,2,3,4			Spot & Boom Spray Weed Control	Label Rates
1,2,3,4			Manual Weed Control	
1,2,3,4			Spring Training Package	
1,2,3,4		Ferromec Liquid iron	3 gal/acre	
March	1		21-0-0	105lbs/acre
	1		Subdue Granular	50lbs/acre
	1		Fire Ant Control Award	Per Label
	1		Granular Wetting Agent	Per Label
	2		Liquid Minors Pkg. Mn, Mg, Fe	.66 to 1.5 gal/acre
	3		Heritage Fungicide Application	Per Label Full Coverage
	3		21-0-0	105lbs/acre
	4		Liquid Minors Pkg. Mn, Mg, Fe	.66 to 1.5 gal/acre
	4		Potash 0-0-50	100lbs/acre

	4		Additional Pest Control As Needed	Label Rates
	4		Vegetation Control	
	1,2,3,4		Spot & Boom Spray Weed Control	Label Rates
	1,2,3,4		Manual Weed Control	
	1,2,3,4		Spring Training Package	Label Rates
	1,2,3,4		Ferromec Liquid iron	3 gal/acre
April				
	1		Mole Cricket Control (Top Choice)	87lbs/acre
	1		*Deep tine Aerify	
	1		21-0-0	210lbs/acre
	2		Granular Wetting Agent	Per Label
	3		Heritage Fungicide Application	Per Label Full Coverage
	3		21-0-0	210lbs/acre
	4		Ferromec Liquid iron	3 gal/acre
	4		Potash 0-0-50	100lbs/acre
	4		Additional Pest Control As Needed	Label Rates
	4		Vegetation Control	
	1,2,3,4		Spot & Boom Spray Weed Control	Label Rates
	1,2,3,4		Manual Weed Control	
May				
	1		46-0-0	50lbs/acre
	2		Granular Wetting Agent	Per Label
	2		Preventative Fungicide	
	3		46-0-0	50lbs/acre
	4		Potash 0-0-50	100lbs/acre
	4		Ferromec Liquid iron	9 Gal
	4		Additional Pest Control As Needed	Label Rates
	5		Vegetation Control	
	5		46-0-0	50lbs/acre
	1,2,3,4,5		Spot & Boom Spray Weed Control	Label Rates
	1,2,3,4,5		Manual Weed Control	
June				
	1		15-0-15	150lbs/acre
	2		Preventative Fungicide	
	2		*Deep Tine Aerify	
	3		15-0-15	150lbs/acre
	4		Potash 0-0-50	100lbs/acre
	4		Ferromec Liquid iron	9 Gal/acre
	4		Additional Pest Control As Needed	
	4		Vegetation Control	
	1,2,3,4		Spot & Boom Spray Weed Control	Label Rates
	1,2,3,4		Manual Weed Control	
July				
	1		15-0-15 Greens Grade	150lbs/acre
	2		Preventative Fungicide	
	3		15-0-15 Greens Grade	150lbs/acre
	4		Potash 0-0-50	100lbs/acre
	4		Ferromec Liquid iron	9 Gal/acre

	4		Additional Pest Control As Needed	
	5		Vegetation Control	
	5		15-0-15 Greens Grade	150lbs/acre
	1,2,3,4,5		Spot & Boom Spray Weed Control	Label Rates
	1,2,3,4,5		Manual Weed Control	
August				
	1		15-0-15 Greens Grade	150lbs/acre
	2		Preventative Fungicide	
	2		Mole Cricket Control	Per Label
	3		15-0-15 Greens Grade	150lbs/acre
	4		Potash 0-0-50	100lbs/acre
	4		Ferromec Liquid iron	9 Gal/acre
	4		Additional Pest Control As Needed	
	5		Vegetation Control	
	5		15-0-15 Greens Grade	150lbs/acre
	1,2,3,4,5		Spot & Boom Spray Weed Control	
	1,2,3,4,5		Manual Weed Control	
September				
	1		15-0-15 Greens Grade	150lbs/acre
	1		Deep Tine Aerify	
	2		Preventative Fungicide	
	3		15-0-15 Greens Grade	150lbs/acre
	4		Potash 0-0-50	100lbs/acre
	4		Additional Pest Control As Needed	
	4		Vegetation Control	
	1,2,3,4		Spot & Boom Spray Weed Control	
	1,2,3,4		Manual Weed Control	
October				
	1		46-0-0	50lbs/acre
	1		Fire Ant Control	
	2		Preventative Fungicide	
	3		46-0-0	50lbs/acre
	4		Potash 0-0-50	100lbs/acre
	4		Additional Pest Control As Needed	
	4		Vegetation Control	
	1,2,3,4		Spot & Boom Spray Weed Control	
	1,2,3,4		Manual Weed Control	
November				
	1		46-0-0	50lbs/acre
	2		Preventative Fungicide	
	3		46-0-0	50lbs/acre
	4		Potash 0-0-50	100lbs/acre
	4		Monument	Per Label
	4		Additional Pest Control As Needed	
	4		Vegetation Control	
	4		Deep Tine Aerify	
	1,2,3,4		Spot & Boom Spray Weed Control	
	1,2,3,4		Manual Weed Control	

December	1		21-0-0	105lbs/acre
	2		Preventative Fungicide	Per Label
	3		21-0-0	105lbs/acre
	4		Potash 0-0-50	100lbs/acre
	4		Additional Pest Control As Needed	
	4		Vegetation Control	
	1,2,3,4		Spot & Boom Spray Weed Control	
	1,2,3,4		Manual Weed Control	

SUMMARY

BAGS	PRODUCT DESCRIPTION
	Pro Greens Mix Fert. 15-0-15 50% scu, 2% Fe, 1.5% Mn, .5 Mg
	Sulphate of Potash 0-0-50 100lbs
	46-0-0 100lbs/acre
	21-0-0/210lbs/acre
	Spring Training Package, Preventative Fungicide, MSMA, Trimec, Certainty, Monument, Orthene, Sencor, Revolver, Basagran, Subdue, Daconil, Top Choice, Vegetation Control, Ferromec, Launch, Focus, Minor Max, Nutri max, Greens max, Uflexx

Signature: _____

Date: _____

ATTACHMENT D

CHEMICALS FOR USE ON ATHLETIC TURF

CHEMICAL LIST	CHEMICAL LIST
Acidiphlow	Lesco Tracker
Aquiflo Plus	Lesco Wet
Advion Insect Granuales	Liquid Iron
Armada 50 WDG	Manor
Avenue South	Monument
Award	Methelayed Seed Oil
Banner	Nimitz G
Barricado	Non -Ionic Spreader/Sticker
Basagram T&O	Pendulum 3.3 EC
Bifen	Pedulum Aquqcap
Blindside	Pillar G
Celsius WG	Primo
Certainty	Princep 4L T&O
Chipco Choice	Pro Sedge
Clearys 3336 DG Light Granular (fungicide)	Revolver
Cornerstone Plus	Ronstar
Criterion	Round-up Pro
Curfew	Sedge Hammer
Dimension	Sencor 75 T&O
Dismiss NXT	Sevin SL
Dismiss Turf	Shredder Amine 4L
Dismiss South	Spectacle Flo
Drive	Spectacle Total
Eagle 20 EW (fungicide)	Speedzone Southern
Drive XLR8	Subdue
Exteris Stressgard	Surflan
Focus	Suregard
Garlon	Talstar
Gravity	Terrazole
Heritage	Top Choice
Idemnify	Triple Crown
Katana	Tribute Total
Launch	Xonerate WDG

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.

Signature: _____

Date: _____

ATTACHMENT E

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: _____

OTHERCOMMENTS

Signature: _____

Date: _____

ATTACHMENT F

Athletic Turf Worksheet

Location:	Field Number:
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Item	Comments
Insects	
Fungus	
Weeds	
Vegetation Control	
Verticut	
Aeration	
Fertilization	
Other Comments	

Signature: _____

Date: _____

Sealed Bid Label

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a “Sealed Bid”.

SEALED BID DOCUMENTS • DO NOT OPEN	
BID NO.:	B230548WCD
BID TITLE:	Athletic Turf Maintenance and Reconstruction
DATE DUE:	Wednesday, November 8, 2023
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	_____
	<small>(Name of Company)</small>
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers, FL 33901



***Notice:** The Date Due/Bid Due Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the County project webpage for any updates to the Date Due/Bid Due Date/Opening Date via Addenda. This label nor other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Bid Due Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.

Submission received after the time and date of the Date Due/Bid Due Date/Opening Date will not be accepted at the sole discretion of the County.

PLEASE PRINT CLEARLY