

B230178MWB
Landscape Maintenance and Mowing for Downtown Buildings - Annual
Grow Care Outdoor Solutions, LLC

AGREEMENT FOR LANDSCAPE MAINTENANCE AND MOWING FOR DOWNTOWN – ANNUAL

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Grow Care Outdoor Solutions, LLC, a Florida company, whose address is 4143 SW 74th Court Suite E., Miami, FL 33155 and whose federal tax identification number is 83-4044083, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase landscape maintenance and mowing services along with edging, litter pick up and clean up grass clippings from curbs, gutters, sidewalks, etc., weeding and weed control, disease and insect control, including ant control, fertilization, pruning, sucker growth and line of sight and any other services that might be needed for County facilities and buildings located in the downtown area from the Vendor in connection with "Landscape Maintenance and Mowing for Downtown Buildings – Annual" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B230178MWB on June 23, 2023 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the County posted a Notice of Intended Decision on August 17, 2023; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Scope of Work and Specifications is set forth in Sections 1- 6 of B230178MWB, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B230178MWB, as modified by its addendum, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue 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. The effective date shall be October 22, 2023.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County, 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 in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 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; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

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, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. CONTRACT TERMINATION

- A. MATERIAL BREACH A Vendor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Vendor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Vendor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Vendor becomes the subject of any proceeding

under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Vendor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Vendor or any of the Vendor's property and such appointment endangers the Vendor's proper performance hereunder; 6. A determination that the Vendor is in violation of federal, state, or local laws or regulations and that such determination renders the Vendor unable to perform any aspect of the Agreement.

- B. **OPPORTUNITY TO CURE** In the event that Vendor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Vendor may have a period of time in which to cure. The County is not required to allow the Vendor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Vendor's liability for damages, or otherwise affect any other remedies available against Vendor under the Agreement or by law. If the breach remains after Vendor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Vendor from receiving future solicitations or other opportunities; 6. Require Vendor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.
- C. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Vendor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. The Procurement Management Director shall notify the Vendor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Vendor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Vendor was not

in material breach; or (2) failure to perform was outside of Vendor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

- D. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Vendor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Vendor for such termination.
- E. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XII.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, 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. In such case, the Vendor shall refund to the County any money which has been paid for same.

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday

- I. Any notices of default or termination shall be sufficient if sent by the parties via email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Jose Granados J
Title: President
Address: 17940 N. Tamami Trail
Suite 110 PMB 218
N. Fort Myers, FL 33903
Telephone: 239-677-9160
Facsimile: _____
Email: jgranados@growcaresolutions.com

County's Representative

Name: Mary Tucker
Title: Procurement
Management Director
Address: P.O. Box 398
Fort Myers, FL 33902
Telephone: (239) 533-8881
Facsimile: (239) 485-8383
Email: mtucker@leegov.com

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Agreement
 2. County's Purchase Order
 3. Solicitation
 4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: [Signature]

Print Name: Aileen Cervantes

Grow Care Outdoor Solutions, LLC

Signed By: [Signature]

Print Name: Jose Granados

Title: President

Date: Sept 6, 2023

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR

DATE: 10/6/2023 | 3:43 PM EDT

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: [Signature]
DEPUTY CLERK

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

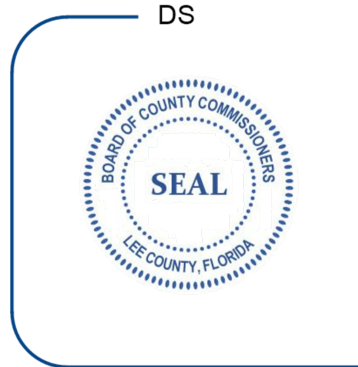


EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide landscape maintenance and mowing along with edging, litter pick up and clean up grass clippings from curbs, gutters, sidewalks, etc , weeding and weed control, disease and insect control, including ant control, fertilization, pruning, sucker growth and line of sight and any other services that might be needed for County facilities and buildings located in the downtown area.

With the high amount of pedestrian traffic that the County has in the downtown area, the County's grounds maintenance shall be pristine.

2. LOCATIONS

2.1 The facilities to be serviced by the Vendor include the following locations:

2.1.1 **Administration Building/Old Courthouse**
2115 Second St.
Fort Myers, FL 33901

2.1.2 **Administration East Building and Parking Lot**
2201 Second St.
Fort Myers, FL 33901

2.1.3 **Community Development/Public Works Building and Parking Lot**
1500 Monroe St.
Fort Myers, FL 33901

2.1.4 **Jail/Justice Center/Juvenile Assessment Center/Justice Center Annex/10 Story Justice Center Addition**
1700 Monroe St
Fort Myers, FL 33901

2.1.5 **Justice Center Annex Parking Garage**
2020 Dr. Martin Luther King Jr Blvd
Fort Myers, FL 33901

2.1.6 **Jurors Parking Lot – Widman Way**
Monroe and Broadway and Widman Way
Fort Myers, FL 33901

2.1.7 **Sheriff's Civil Division**
2072 Victoria Ave.
Fort Myers, FL 33901

2.1.8 **County Parking Garage and Public Paid Lot**
2120 Monroe Street
Fort Myers, FL 33901

2.1.9 **County/City Annex and Parking Lot**
1825 Hendry St.
Fort Myers, 33901

- 2.1.10. **Human Services and Parking Lot**
2440 Thompson St.
Fort Myers, FL 33901
- 2.1.11. **Melvin Morgan Constitutional Complex and Parking Lot (T-1)**
2480 Thompson St.
Fort Myers, FL 33901
- 2.1.12. **T-2 1849 Royal Palm Ave. (Parking Lots)**
T-3 2439 Thompson Street
T-6 Royal Palm Ave
- 2.1.13. **Hough Street Facilities Shop**
1953 Hough St.
Fort Myers, FL 33901

3. WORK SCHEDULE & SPECIFICATIONS

- 3.1. Vendor shall provide to the County's representative a complete twelve (12) month schedule that includes all work to be done such as pruning, litter removal, herbicide, mulching, mowing, and edging. Vendor shall contact the County's representative and confirm the monthly work schedule. Vendor shall contact the County Representative within 24 hours of schedule change.
- 3.2. The supervision of the performance of this Agreement is vested wholly with the Lee County Facilities & Construction Management Department. Lee County Facilities & Construction Management Department will decide any questions, which may arise as to the quality and acceptability of equipment, materials used, work performed, and the manner of performance and rate of progress of the work.
- 3.3. All work that does not meet the specifications must be corrected before Lee County Facilities & Construction Management Department will give approval for payment. The County has the right to deny a monthly payment for work not completed for that period.
- 3.4. Vendor shall provide the maintenance services in a professional manner. During all maintenance work hours, the Vendor shall provide a qualified and competent, English-speaking person on site who is authorized to supervise the maintenance operations and to represent and act on behalf of the Vendor.
- 3.5. Before the Vendor begins any work, the Vendor, a County representative and/or the Landscape Maintenance Supervisor shall meet on site to clearly define the limits of landscape, maintenance responsibilities and expectations, and to discuss any relevant landscaping issues.
- 3.6. All vehicles and trailers shall have the Vendor's name, business phone number and Certificate for Urban Landscape Commercial decal clearly displayed during work hours.
- 3.7. Vendor's personnel shall wear appropriate apparel including high visibility safety vest.
- 3.8. It shall be the Vendor's responsibility to maintain safe and efficient pedestrian and vehicular traffic flow through the designated work zone area. The Vendor shall maintain proper work zones in accordance with the State of Florida, Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Construction and Utility Operations and the Manual on Uniform Traffic Control Devices (M.U.T.C.D.)
- 3.9. The Vendor shall fully adhere to the Federal Occupational Safety and Health Act (OSHA)



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- 3.10. There shall be no lane closures during the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. There shall be no lane closures between Thanksgiving and Easter unless approved by the County due to rush hour and tourist season.
- 3.11. Vendor shall ensure, on a daily basis, that all parking lots, building entryways, sidewalks and courtyards are cleared of debris such as leaves, papers etc. The areas should be cleaned using a blower, vacuum, swept or raked. The areas should be cleaned before 8:00 a.m. No mechanical tools such as a blower or vacuum can be used outside the buildings between the hours from 8:00 a.m. through 5:00 p.m. on days there is a board meeting. With the bid schedule for each location the estimated quantity includes business days with the exception of County recognized holidays which equals 249.

4. REPORTING AND INSPECTION

- 4.1. Onsite inspections will be conducted at the request of the County Representative and scheduled within five (5) working days of request.
- 4.2. The Vendor shall meet with the County Representative on a set monthly schedule to discuss and remedy any field questions and or associated problems.

5. LANDSCAPE MAINTENANCE

- 5.1. The Vendor shall provide for herbicide maintenance and materials as follows:

- 5.1.1. Herbicide: Use herbicides: post-emergent and pre-emergent, selective, or nonselective, contact, or systemic, recommended for the control of the type of weeds encountered. Herbicides shall be EPA approved. SDS sheets should be provided to the County prior to use and/or upon the request by County Representative. Application of herbicides shall be done under supervision of an applicator licensed by the Florida Department of Agriculture and Consumer Affairs in either the Ornamental and Turf Natural Areas Weed Management or Right-of-Way categories. The license shall be available on site for inspection by County staff.

- 5.2. Vendor shall provide that all landscape maintenance services in accordance with and meeting to the fullest extent the following specifications.

- 5.3. Maintain all sod and plantings in a healthy, vigorous, and attractive condition. Plant materials shall maintain a Florida #1 quality grade throughout the contract period. Vendor shall provide all labor, materials, equipment, permits, and incidentals necessary to perform the following:

- 5.4. Mowing, Edging and Line Trimming:

- 5.4.1. Mow all sod areas at a height of three to four inches (3"-4") with a rotary mower. Mowing consists of weekly mowing's in the peak growing months of March through November and bi-weekly in the months of December through February, as needed to maintain an attractive, even sodded area. Mowing cycles are subject to change due to yearly growing patterns and weather conditions. Please refrain from mowing sod clippings into the tree rings where possible. Avoid damage to the tree rings as most contain funny tubing and bubblers. Any irrigation equipment damaged by mowing or trimming will be repaired at the vendor's expense. Upon the discovery of any damaged irrigation parts or pieces due to the negligence of the Vendor, the Vendor will have 24 hours to notify the County Representative. Repairs will be completed by Facilities and deducted from the Vendor's next invoice.

- 5.4.2. Mowing wet grass or operating with dull blades shall be avoided. The County reserves the right to add or eliminate a cycle. The County will contact the Vendor a minimum of one (1) week ahead of scheduled cycle for cancellation. If the Vendor feels that an extra mowing is warranted, please notify the County

Representative immediately. Any extra mowing charges submitted without written prior approval will be denied.

- 5.4.3. Edge every cycle. Edging shall be performed with rigid blade edging equipment or manual hand edger leaving a clean straight edge no more than 1" back from curbs, walks, buildings, tree rings, or bed areas.
- 5.4.4. Line Trimming/Weed Eat is required along fence lines, trees, structures, light poles, ditches and any area not accessible to a mower every cycle. Line trimming will only be allowed around mulched trees with a maintained mulched bed 24" from base of the tree. Extreme care and caution must be taken to avoid girdling trees. See County Representative for any questions on areas that need to be trimmed.

5.5. Debris Removal:

- 5.5.1 Clean-up all debris in all areas within the project's limits during each site visit. Debris shall be removed prior to mowing and any debris thrown or dragged to adjacent property or roadways by mowing operations shall be cleaned-up. Debris shall be removed and disposed of at a County approved disposal site. No debris shall be left on site after the Vendor departs. There shall be no additional cost to the County for debris disposal.
- 5.5.2 Debris is defined for purposes of this Agreement as foreign items within the limits of the project such as, but not limited to, palm fronds, dead plants and trees, paper, plastic, aluminum, metal, glass, etc. If an illegal dump is located (defined as: centralized piles of debris, construction materials or large items such as mattresses, or household appliances) within the limits of the project, the Vendor must contact the County Representative and report the event. The Vendor will not be held responsible for the cleanup of illegal dumping.
- 5.5.3 Roadway, Parking Lots, curb and gutter and sidewalks shall be blown free of clippings in conjunction with mowing and edging events. Large clumps of grass clippings in the roadways or on sidewalks shall be removed following each site visit. In accordance with the Lee County Fertilizer Best Management Practices (BMP) ordinance section 7, subsection G: grass clippings shall not be directed into storm drains, ditches, conveyances, water bodies, roadways, or any other impervious surfaces. All curbs are to be cleaned of mulch debris with each visit to the site.
- 5.5.4 All parking lots, building entryways, sidewalks and courtyards must be cleared of debris such as leaves, papers etc every day Mondays through Fridays. The areas should be cleaned using a blower, vacuum, swept or raked if needed.
 - 5.5.4.1 Lee County Justice Center: The areas shall be cleaned before 9:00 a.m. No mechanical tools such as a blower or vacuum may be used outside the buildings between the hours from 9:00 a.m. through 5:00 p.m.
 - 5.5.4.2 Lee County Administration Old Courthouse: Vendor shall not perform any work at this location between 9A.M and 11A.M. on the first and third Tuesday of every month.

5.6. Weeding and Weed Control:

- 5.6.1. Landscaped beds and mulched areas shall be weed-free. Remove weeds and grasses from beds, around and near all signposts, utility poles, guidewires, benches, fence lines, or any other obstructions within the limits of the project. When mowing of sod falls within scope of service, all curbing, bull noses and gutter are to be weed-free. Weeding may be done by hand-pulling or chemically applied with selective herbicides.
 - 5.6.1.1. All herbicides shall have marked dye added. Apply spot treatments as necessary to control localized weed problems. Mulch transition zones must be maintained to no more than six inches (6") by the

Vendor with the use of chemical herbicides. Weeds obtaining a height of six inches (6") shall be hand-pulled and disposed of offsite.

5.6.1.2. This service shall be completed on an as needed basis and approved by the County representative.

5.6.2. **NOTE: IF A CONCRETE SIDEWALK OR BULLNOSE AREA IS WITHIN VENDOR AWARDED SECTION, THAT AREA MUST BE KEPT WEED AND DEBRIS FREE. IF THIS AREA IS NOT MAINTAINED THE COUNTY WILL DEDUCT PAYMENT FROM VENDOR INVOICE**

5.7. Disease and Pest Control:

5.7.1. Disease and Pest Control (on plants, shrubs, and trees) shall be addressed by the Vendor as needed or requested by the County Representative. Control shall be addressed in a timely manner to control the infestation. Areas shall be treated minimum of (4) times per year.

5.7.2. Ant Control: Treat mounds as they appear. All inactive mounds shall be leveled to match existing grade.

5.8. Fertilization:

5.8.1. All trees and shrubs shall be fertilized twice per year. Additional fertilization may be requested by the County on an as needed basis.

5.8.2. The fertilizer shall be applied in the following quantities, utilizing a measuring device to ensure proper application:

- Small shrubs
- Medium shrubs
- Large shrubs
- Trees
- Palms
- Ground Cover Lawn

5.8.3. Fertilizer that lands on the leaves shall be shaken off.

5.8.4. Any fertilizer that gets on concrete or asphalt must be blown off.

5.9. Mulching:

5.9.1. At the County's discretion, the Vendor shall refresh mulch areas.

5.9.1.1. The mulch shall be supplied by the County. Vendor shall provide for labor of the installation of the County provided mulch at a per bag installation rate.

5.9.2. The Vendor shall remove all mulch debris from the curb, roadway, and parking lots with each maintenance visit.

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

5.10. Pruning:

5.10.1. Groundcovers and shrubs shall be pruned to maintain a neat and aesthetically pleasing appearance. In areas where plants have the potential to interfere with the driver's line of sight, plants shall be maintained to meet the requirements of FDOT Standards.

- 5.10.2. All sucker growth shall be removed during each visit. Do not apply Round-up (or equivalent) onto sucker growth on trees; suckers must be mechanically removed.
- 5.10.3. Understory largely overgrown shrubs and trees shall be rejuvenation pruned (the shrub or tree is pruned by cutting off all old branches at or near ground level) once annually at the discretion of the County Representative and per his/her specifications.
- 5.10.4. Palms: Remove dead fronds/canes, and seed pods semi-annual. Palms fronds on the ground must be removed and disposed of at each visit.

Pricing shall include any type of equipment needed to perform rejuvenation, palm fronds and seed removal, structural pruning, and tree trimming.

5.11 Tree Trimming:

- 5.11.1 Vendor shall trim any lower branches that hang below 10ft that may interfere with walkways or parking lots or any other structures or the safety of pedestrians. Trees shall be trimmed at a minimum of two times per year and a maximum of four times.

6. GUARANTEE AND REPLACEMENT

- 6.1. When inspected landscape work does not comply with the County requirements, the rejected work must be replaced within 7 calendar days or as directed by County representative. The County reserves the right to withhold and/or deny payment for work not being performed as scheduled and as specified in this Agreement.
- 6.2. If at any time trees, palms, ground covers, shrubs, sod and/or irrigation components are damaged or destroyed due to Vendor negligence or failure to adhere to the requirements of this Agreement, it shall be the Vendor's responsibility to replace and restore the site to the original condition. All replacement landscape material shall be of the same species and Florida Grades and Standard # 1 quality. Approved replacements shall be furnished and planted as specified at no additional cost to the County.

End of Scope of Work and Specifications 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. TERM

1.1 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.

2. BASIS OF AWARD

- 2.1 The basis of award shall be determined by the lowest *Project Total* of the most responsive, responsible, and qualified Vendor meeting all bid specifications.
- 2.2 Vendor must bid all line items as listed within the bid schedule for each facility listed, as well as all line items listed within the Additional Pricing Section.
- 2.3 Additional Pricing Section is excluded from the basis of award but shall be included within the Vendor's final Agreement package.
- 2.4 Quantities provided in Bid Schedule are for annual service amounts/frequencies and are estimated quantities. As such quantities are subject to change and final payment shall be based on actual service quantities.

3. LICENSES AND CERTIFICATIONS

- 3.1 Vendor is requested to provide with bid submittal the below items. The County reserves the right to request additional documentation or clarification at any point prior to award and during term of Agreement, inclusive of any renewals. The County further reserves the right to approve or reject materials provided as part of the required submittal documentation. Failure to provide requested submittal documents in a timely manner or receive County approval of provided documentation, at the sole discretion of the County, may deem Vendor non-responsive and
- 3.1.1 Pesticide License. Provide copies of current licenses issued by the State of Florida.
- 3.1.2 Provide current Intermediate Maintenance of Traffic (IMOT) Certification(s)
- 3.1.3 Provide current certificate(s) of training for "Fertilizer Best Management Practices."
- 3.1.4 Provide current certification of "Limited Certification for Urban Landscape Commercial Fertilizer" Applicators.

4. SECTION CHANGES

- 4.1 The County may, at its sole discretion, add or delete sections at no change to the unit price of the work as long as the new sections are of a similar nature and the total change per contract area does not increase or decrease the original contract area by more than 25%.
- 4.2 The County, at its sole discretion, may add new sections or alter sections, based on a mutually agreed price, to be negotiated between the Vendor and an authorized County representative.

5. MAJOR BREAKDOWNS/EMERGENCY SERVICES

5.1. The County reserves the right to purchase the product or service listed in this solicitation elsewhere in an emergency.

6. INVOICE

6.1. Vendor shall mail one original invoice and one invoice copy to Lee County Finance Department, P. O. Box 2238, Fort Myers, FL, 33902-2238. In addition, one invoice shall be emailed to the County Representative, which will be provided upon contract award. Vendor shall ensure that the purchase order number is listed on the invoice, otherwise the invoice may not be processed by the County.

6.2. Vendor shall list the location, dates mowed, cost per mow, and the total for the month. Once the invoice has been approved by the County sponsoring department it can be processed for payment. Failure to invoice as detailed herein may result in delay and up to non-payment of Vendor invoices.

6.3. Lee County will not pay for or reimburse Vendor(s) for any bridge tolls. Such fees shall be the responsibility of the Vendor.

7. LOCAL PREFERENCE

7.1. 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.

8. MINIMUM QUALIFICATIONS

8.1. Vendor shall meet the minimum qualification criterion as specified in Form 7 - Minimum Qualification Requirements provided within this solicitation package to qualify for consideration of award. Form 7 - Minimum Qualification Requirements should be completed and returned with submittal along with any supporting documentation requested and/or indicated herein.

8.2. The determination shall be based upon the examination of Form 7 - Minimum Qualification Requirements and associated supportive documentation (if any requested). Failure to meet the minimum qualifications as listed, at the sole discretion of the County, may result in Vendor being deemed Non-Responsive.

End of Special Conditions Section



Procurement Management Department
 2115 Second Street, 1st Floor
 Fort Myers, FL 33901
 Main Line: (239) 533-8881
 Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: July 14, 2023

Solicitation No.. B230178MWB

Solicitation Name: Landscape Maintenance and Mowing for Downtown Buildings- Annual

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases, or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. REVISIONS - ADDITIONAL PROJECT LOCATION

The location below shall be included in locations to be serviced as listed within the solicitation.

2.1.14 Cape Coral Government Complex
1039 SE 9th Ave.
Cape Coral, FL 33990

2. REVISED BID SCHEDULE

The Bid Schedule has been updated and a new Bid Schedule has been uploaded to the project webpage on the Lee County Procurement website.

Please ensure that your firm has downloaded the Bid Schedule and have been able to successfully use the Excel format. Any firm having compatibility issues or difficulty downloading the Bid Schedule needs to contact the Procurement Analyst for this project at their earliest convenience.

Bidders MUST use the new Bid Schedule Excel form when submitting their bid. Failure to do so will result in Bidder being deemed non-responsive and therefore ineligible for award.

3. QUESTIONS/ANSWERS

1.	Current contract amount?
Answer	The Fiscal year spend for 22-23 is 32,608.88.
2.	Can we bid as General Contractor, and the work get done by our local subcontractor?
Answer	Qualified Vendors meeting all requirements listed within the solicitation are encouraged to submit a proposal.
3.	Is there a time frame, that we can get here in the morning, is there a time frame because of court?
Answer	Please reference The Scope of work and Specifications, Page 19.

4.	With mulch are you going by, the bag?
Answer	Please reference The Scope of work and Specifications, Page 22 <i>"The mulch shall be supplied by the County. Vendor shall provide for labor of the installation of the County provided mulch at a per bag installation rate"</i> .
5.	We have a trailer with a side by side is there an area where we can park, or a special permit we can get for parking?
Answer	The County will provide a location for the Vendor to use for parking.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Monica Busbee

Monica Busbee
Procurement Analyst Direct Line: 239-533-8859
Lee County Procurement Management

**EXHIBIT B
FEE SCHEDULE**

LANDSCAPE MAINTENANCE AND MOWING DOWNTOWN BUILDINGS		
<i>Administration Building/Old Courthouse 2115 Second St. Fort Myers, Fort Myers, FL 33901</i>		
Item	Description	Unit Price
1	Mowing, Edging and Line Trimming	\$39.15
2	Liter Pickup and Debris Removal including vacuuming , sweeping, removing fallen Palm fronds, pick up leaves and debris, emptying Trash recepticals if required (Daily)	\$14.50
3	Weeding and Weed Control	\$37.50
4	Disease and Pest Control, Including Ant Control (as needed)	\$50.00
5	Fertilization	\$480.00
6	Pruning - Shrubs	\$428.50
7	Pruning - Sucker growth	\$10.70
8	Pruning - Rejuvenation pruning	\$115.00
9	Pruning - Palms - Structural trimming	\$975.00
10	Tree Trimming - Lower Branches 10ft and below	\$150.00
<i>Administration East Building and Parking Lot 2201 Second St. Fort Myers, FL 33901</i>		
Item	Description	Unit Price
11	Mowing, Edging and Line Trimming	\$33.25
12	Liter Pickup and Debris Removal including vacuuming , sweeping, removing fallen Palm fronds, pick up leaves and debris, emptying Trash recepticals if required (Daily)	\$28.15
13	Weeding and Weed Control	\$48.50
14	Disease and Pest Control, Including Ant Control (as needed)	\$75.00
15	Fertilization	\$465.00
16	Pruning - Shrubs	\$428.00
17	Pruning - Sucker growth	\$10.00
18	Pruning - Rejuvenation pruning	\$114.50
19	Pruning - Palms - Structural trimming	\$1,425.00
20	Tree Trimming - Lower Branches 10ft and below	\$352.50
<i>Community Development/Public Works Building and Parking Lot 1500 Monroe ST. Fort Myers, FL. 33901</i>		
Item	Description	Unit Price
21	Mowing, Edging and Line Trimming	\$32.20
22	Liter Pickup and Debris Removal including vacuuming , sweeping, removing fallen Palm fronds, pick up leaves and debris, emptying Trash recepticals if required (Daily)	\$12.45
23	Weeding and Weed Control	\$24.50
24	Disease and Pest Control, Including Ant Control (as needed)	\$34.75
25	Fertilization	\$335.50
26	Pruning - Shrubs	\$284.60
27	Pruning - Sucker growth	\$9.75
28	Pruning - Rejuvenation pruning	\$112.75
29	Pruning - Palms - Structural trimming	\$215.00
30	Tree Trimming - Lower Branches 10ft and below	\$131.00

***Job/Justice Center/Juvenile Assessment Center/Justice Center Annex/ 10 Story Justice Center Addition 1700
Monroe St. Fort Myers, FL 33901***

Item	Description	Unit Price
31	Mowing, Edging and Line Trimming	\$53.15
32	Liter Pickup and Debris Removal including vacuuming , sweeping, removing fallen Palm fronds, pick up leaves and debris, emptying Trash recepticals if required (Daily)	\$14.75
33	Weeding and Weed Control	\$73.25
34	Disease and Pest Control, Including Ant Control (as needed)	\$95.00
35	Fertilization	\$710.50
36	Pruning - Shrubs	\$715.75
37	Pruning - Sucker growth	\$9.50
38	Pruning - Rejuvenation pruning	\$112.75
39	Pruning - Palms - Structural trimming	\$2,480.00
40	Tree Trimming - Lower Branches 10ft and below	\$265.00

Justice Center Annex Parking Garage 2020 Dr. Martin Luther King Blvd Fort Myers, FL 33901

Item	Description	Unit Price
41	Mowing, Edging and Line Trimming	\$98.50
42	Liter Pickup and Debris Removal including vacuuming , sweeping, removing fallen Palm fronds, pick up leaves and debris, emptying Trash recepticals if required (Daily)	\$12.50
43	Weeding and Weed Control	\$45.00
44	Disease and Pest Control, Including Ant Control (as needed)	\$63.75
45	Fertilization	\$515.00
46	Pruning - Shrubs	\$430.75
47	Pruning - Sucker growth	\$9.75
48	Pruning - Rejuvenation pruning	\$112.75
49	Pruning - Palms - Structural trimming	\$995.00
50	Tree Trimming - Lower Branches 10ft and below	\$215.75

Jurors Parking Lot -Widman Way Monroe & Broadway & Widman Way Fort Myers, FL 33901

Item	Description	Unit Price
51	Mowing, Edging and Line Trimming	\$32.50
52	Liter Pickup and Debris Removal including vacuuming , sweeping, removing fallen Palm fronds, pick up leaves and debris, emptying Trash recepticals if required (Daily)	\$8.75
53	Weeding and Weed Control	\$16.50
54	Disease and Pest Control, Including Ant Control (as needed)	\$10.00
55	Fertilization	\$185.00
56	Pruning - Shrubs	
57	Pruning - Sucker growth	\$8.00
58	Pruning - Rejuvenation pruning	\$112.00
59	Pruning - Palms - Structural trimming	\$655.00
60	Tree Trimming - Lower Branches 10ft and below	\$68.00

Sheriff's Civil Division 2072 Victoria Ave. Fort Myers, FL 33901

Item	Description	Unit Price
61	Mowing, Edging and Line Trimming	\$12.75
62	Liter Pickup and Debris Removal including vacuuming , sweeping, removing fallen Palm fronds, pick up leaves and debris, emptying Trash recepticals if required (Daily)	\$5.50
63	Weeding and Weed Control	\$5.00
64	Disease and Pest Control, Including Ant Control (as needed)	\$3.85
65	Fertilization	\$15.00
66	Pruning - Shrubs	\$36.00
67	Pruning - Sucker growth	\$0.00
68	Pruning - Rejuvenation pruning	\$105.00
69	Pruning - Palms - Structural trimming	\$100.00
70	Tree Trimming - Lower Branches 10ft and below	\$0.00

County Parking Garage and Public Paid Lot Martin Luther King Blvd. Fort Myers, FL 33901

Item	Description	Unit Price
71	Mowing, Edging and Line Trimming	\$385.00
72	Liter Pickup and Debris Removal including vacuuming , sweeping, removing fallen Palm fronds, pick up leaves and debris, emptying Trash recepticals if required (Daily)	\$12.50
73	Weeding and Weed Control	\$70.00
74	Disease and Pest Control, Including Ant Control (as needed)	\$78.50
75	Fertilization	\$855.00
76	Pruning - Shrubs	\$575.00
77	Pruning - Sucker growth	\$9.50
78	Pruning - Rejuvenation pruning	\$110.00
79	Pruning - Palms - Structural trimming	\$1,425.00
80	Tree Trimming - Lower Branches 10ft and below	\$175.00

County/City Annex and Parking Lot 1825 Hendry St. Fort Myers, FL 33901

Item	Description	Unit Price
81	Mowing, Edging and Line Trimming	\$20.00
82	Liter Pickup and Debris Removal including vacuuming , sweeping, removing fallen Palm fronds, pick up leaves and debris, emptying Trash recepticals if required (Daily)	\$7.50
83	Weeding and Weed Control	\$24.50
84	Disease and Pest Control, Including Ant Control (as needed)	\$32.00
85	Fertilization	\$225.00
86	Pruning - Shrubs	\$285.00
87	Pruning - Sucker growth	\$9.00
88	Pruning - Rejuvenation pruning	\$110.50
89	Pruning - Palms - Structural trimming	\$140.00
90	Tree Trimming - Lower Branches 10ft and below	\$130.00

Human Services and Parking Lot 2440 Thompson St. Fort Myers, FL 33901

Item	Description	Unit Price
91	Mowing, Edging and Line Trimming	\$30.00
92	Liter Pickup and Debris Removal including vacuuming , sweeping, removing fallen Palm fronds, pick up leaves and debris, emptying Trash recepticals if required (Daily)	\$7.75
93	Weeding and Weed Control	\$12.00
94	Disease and Pest Control, Including Ant Control (as needed)	\$15.00
95	Fertilization	\$285.00
96	Pruning - Shrubs	\$285.00
97	Pruning - Sucker growth	\$6.50
98	Pruning - Rejuvenation pruning	\$110.00
99	Pruning - Palms - Structural trimming	\$285.00
100	Tree Trimming - Lower Branches 10ft and below	\$129.00

Mehin Morgan Constitutional Complex & Parking Lot (T-1) 2480 Thompson St. Fort Myers, FL 33901

Item	Description	Unit Price
101	Mowing, Edging and Line Trimming	\$50.00
102	Liter Pickup and Debris Removal including vacuuming , sweeping, removing fallen Palm fronds, pick up leaves and debris, emptying Trash recepticals if required (Daily)	\$12.00
103	Weeding and Weed Control	\$53.00
104	Disease and Pest Control, Including Ant Control (as needed)	\$40.00
105	Fertilization	\$395.00
106	Pruning - Shrubs	\$430.00
107	Pruning - Sucker growth	\$9.00
108	Pruning - Rejuvenation pruning	\$110.00
109	Pruning - Palms - Structural trimming	\$2,085.00
110	Tree Trimming - Lower Branches 10ft and below	\$175.00

T-2, T-3 and T-6 Parking Lots Thompson and Royal Palm Fort Myers, FL 33901

Item	Description	Unit Price
111	Mowing, Edging and Line Trimming	\$98.50
112	Liter Pickup and Debris Removal including vacuuming , sweeping, removing fallen Palm fronds, pick up leaves and debris, emptying Trash recepticals if required (Daily)	\$18.00
113	Weeding and Weed Control	\$53.00
114	Disease and Pest Control, Including Ant Control (as needed)	\$35.00
115	Fertilization	\$775.00
116	Pruning - Shrubs	\$215.00
117	Pruning - Sucker growth	\$12.00
118	Pruning - Rejuvenation pruning	\$110.00
119	Pruning - Palms - Structural trimming	\$1,675.00
120	Tree Trimming - Lower Branches 10ft and below	\$345.00

Hough Street Facilities Shop 1953 Hough St. Fort Myers, FL 33901

Item	Description	Unit Price
121	Mowing, Edging and Line Trimming	\$32.00
122	Liter Pickup and Debris Removal including vacuuming , sweeping, removing fallen Palm fronds, pick up leaves and debris, emptying Trash recepticals if required (Daily)	\$5.00
123	Weeding and Weed Control	\$9.50
124	Disease and Pest Control, Including Ant Control (as needed)	\$4.00
125	Fertilization	\$55.00
126	Pruning - Shrubs	\$74.50
127	Pruning - Sucker growth	\$7.00
128	Pruning - Rejuvenation pruning	\$110.00
129	Pruning - Palms - Structural trimming	\$44.50
130	Tree Trimming - Lower Branches 10ft and below	\$40.00

Cape Coral Government Complex 1039 SE 9th Ave. Fort Myers, FL 33990

Item	Description	Unit Price
132	Mowing, Edging and Line Trimming	\$115.00
133	Liter Pickup and Debris Removal including vacuuming , sweeping, removing fallen Palm fronds, pick up leaves and debris, emptying Trash recepticals if required (Daily)	\$20.00
134	Weeding and Weed Control	\$53.00
135	Disease and Pest Control, Including Ant Control (as needed)	\$40.00
136	Fertilization	\$245.00
137	Pruning - Shrubs	\$215.00
138	Pruning - Sucker growth	\$20.00
139	Pruning - Rejuvenation pruning	\$125.00
140	Pruning - Palms - Structural trimming	\$1,550.00
141	Tree Trimming - Lower Branches 10ft and below	\$195.00

Additional Pricing Section

Item	Description	Unit Price (Per Bag Installation Rate)
131	Labor (Vendor shall provide for labor of the installation of the County Provided mulch at a per bag installation rate)	\$1.50

EXHIBIT C INSURANCE REQUIREMENTS

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."*

Revised 12/02/2022 – Page 1 of 2



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.

Revised 12/02/2022 – Page 2 of 2

End of Insurance Guide Section

EXHIBIT D

VENDOR BACKGROUND SCREENING AFFIDAVIT



VENDOR BACKGROUND SCREENING AFFIDAVIT

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor 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.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. 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.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 09/06/2023

STATE OF FL
COUNTY OF Lee

Signature [Handwritten Signature]
Name/Title Jose Granados / President

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [] online notarization, this 06 day of Sept, 2023, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: FL DL
Type of Identification

[Stamp/seal required]

[Handwritten Signature]
Signature, Notary Public

