



Advertise Date: Friday, June 23, 2023

Lee County Board of County Commissioners  
DIVISION OF PROCUREMENT MANAGEMENT

INVITATION TO BID (B)

Solicitation No.: **B230178MWB**

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

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Open Date/Time: **Tuesday, July 25, 2023** Time: 2:30 PM

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

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Procurement Contact: **Monica Busbee** Title **Procurement Analyst**

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Phone: (239) 533-8859 Email: [Mbusbee@leegov.com](mailto:Mbusbee@leegov.com)

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Requesting Dept. **Facilities Construction & Management**

**Pre-Bid Conference:**

Type: NON-Mandatory

Date/Time: **7/7/2023 9:00 AM**

Location: Administration Building  
2115 Second Street 1<sup>st</sup> Floor  
Fort Myers, FL 33901

All solicitation documents are available for download at  
[www.leegov.com/procurement](http://www.leegov.com/procurement)



Advertisement Date: 6/23/2023

**Notice to Bidder**

**Invitation to Bid (B)**

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

**B230178MWB, Landscape Maintenance and Mowing for Downtown Buildings - Annual**

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 a 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 Tuesday, July 25, 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](http://www.leegov.com/procurement). Bidders who obtain Scope of Work/Specifications from sources other than [www.leegov.com/procurement](http://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](http://www.leegov.com/procurement). It is the bidder's responsibility to check for posted information. The County may not accept incomplete Bids.

**A Non-Mandatory Pre-Bid Conference has been scheduled for the following time and location:**

**9:00 AM July 7, 2023 Administration Building 2115 Second Street 1<sup>st</sup> Floor Ft Myer Fl. 33901**

for the purpose of discussing the proposed project. Prospective bidders are encouraged to attend. All prospective bidders are encouraged to obtain and review plans, specifications, and scope of work for this bid before the pre-bid conference so that they may be prepared to discuss any question or concerns they have regarding this project. A site visit may follow the pre-bid conference. 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.

**Monica Busbee** [Mbusbee@leegov.com](mailto:Mbusbee@leegov.com)

Sincerely,

A handwritten signature in blue ink, appearing to read "RD", with a long horizontal line extending to the right.

Robin Dennard, CPPB  
Procurement Manager

\*[WWW.leegov.Com/Procurement](http://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 of 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 of the 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 of its 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 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 the 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 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, 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 credit worthiness 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, statewide criminal. 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 screening 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 prime Bidder shall ensure compliance with Chapter 435 of such parties.
    - 6.1.3.1. 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 here in. 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 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.

7. **PRE-BID CONFERENCE**

- 7.1. A pre-bid conference will be held in 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 concerned this 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](http://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 there in, 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 warranted 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 their 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 as 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 the 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 cancelled. **If it is determined that improper communications were conducted, the Bidder/Proposer maybe 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, 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 in 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 service 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, is 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, and or all material, 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 the 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 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 any time prior to the opening of the solicitation.
- 23.3. After submissions are opened, but prior to 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 circumstance, 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 that was of such magnitude that to enforce compliance by the bidder would cause a severe hardship on 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](http://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 back-up 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 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 responsive and responsive bid for a project exceeds the available funds the County may negotiate an adjustment of the bid price with the lowest responsive and responsive bidder, in order 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. Award will be made to the lowest responsive and responsive bidder(s) within the category chosen for 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 award. A sample of this document may be viewed on-line 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](mailto: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 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 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 material or sub-contractor's 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 material delivered. All pricing 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 be in compliance 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 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 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. 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**

## 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)

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

# 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 completion of the County's standard forms.

<b>Form #</b>	<b>Title/Description</b>
---------------	--------------------------

1

***Solicitation Response Form***

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. Sample attached for your reference.

Verify that all Addenda and tax identification number have been provided.

1a

***Bid/Proposal Form***

This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County.

\*

***Business Relationship Disclosure Requirement***

Sections 112.313(3) and 112.313(7), F.S., prohibit 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.**

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.

2

***Affidavit Certification Immigration Laws***

Submission of this form constitutes acknowledgement that the Bidder is in compliance in regard to all applicable immigration laws.

3

***Reference Survey***

Provide this form to reference respondents. **For Bids, this form will be requested from the apparent low Bidder prior to the award. (not required to submit with bid)**

1. **Section 1:** Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
3. The reference respondent should complete "**Section 3.**"
4. **Section 4:** The reference respondent to print and sign name
5. **Three (3) Reference responses** are to be provided upon request.
6. 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. 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 any 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)

Form 1 – Solicitation Response Form



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: Bid Due Date: 7/25/2023

SOLICITATION IDENTIFICATION: B230178MWB

SOLICITATION NAME: Landscape Maintenance and Mowing for Downtown Buildings - Annual

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 LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE 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:

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.



**Form 1 – Solicitation Form, Page 2**

**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 advantageous to the County.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is in compliance with Section 287.135. FL §. I understand that submission of a false certification may subject company to

**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**

Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE)

<input type="checkbox"/>	<input type="checkbox"/>
Yes	No

**4** Proposer? If yes, please attach a current certificate.

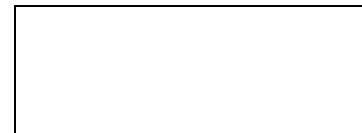
**ALL SUBMISSIONS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE BIDDER/PROPOSER. WITNESSED AND SEALED (AS APPLICABLE)**

\_\_\_\_\_  
Company Name (Name printed or typed)

\_\_\_\_\_  
Authorized Representative Name (printed or typed)

\_\_\_\_\_  
Authorized Representative’s Title (printed or typed)

\_\_\_\_\_  
Authorized Representative’s Signature



(Affix Corporate Seal, as applicable)

\_\_\_\_\_  
Witnessed/Attested by:

(Witness/Secretary name and title printed or typed)

\_\_\_\_\_  
Witness/Secretary Signature

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

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.

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

**Filing Information**  
 Document Number 655555  
 FB/EIN Number 5111111111  
 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**

**SOLICITATION:**                      **B230178MWB: Landscape Maintenance and Mowing for Downtown Buildings - Annual**

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.

**PRICING**

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, materials, and any other incidental costs required to perform and complete all work as specified herein.



**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

SOLICITATION NO.: **B230178MWB** SOLICITATION NAME: **Landscape Maintenance and Mowing For Downtown Buildings - Annual**

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, ENTERING INTO A CONTRACT, YOU AFFIRM AND REPRESENT THAT YOU ARE REGISTERED WITH THE E-VERIFY SYSTEM AND ARE USING SAME, AND WILL CONTINUE TO USE 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 guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

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 Number & Name: **B230178MWB - Landscape Maintenance and Mowing for Downtown Buildings - Annual**

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

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

**You as an individual or your company has been given as a reference on 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. Rate from 1 to 10. (10 being highest)	_____	_____
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, 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:** \_\_\_\_\_

<b>Type of Incident</b> <i>Alleged Negligence, Breach of Contract, or Non-Compliance</i>	<b>Incident Date And Date Filed</b>	<b>Plaintiff</b> <i>(Company, person, entity-acted against your company or state if your company initiated the action)</i>	<b>Case Number</b>	<b>Court</b> <i>(Name of State and County)</i>	<b>Project</b> <i>(Address and Name)</i>	<b>Allegation</b> <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>	<b>Final Outcome</b> <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. 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

*Form 5 - Sub-contractor/consultant List*



**SUB-CONTRACTOR/CONSULTANT  
LIST**

Sub-Contractor/Consultant Company Name	Area Of Work	Point Of Contact Or Project Supervisor	Contact Info Phone or Email	Qualified DBE, MBE, WBE, VBE or Similar	Amount or Percentage of Total

Please include sub-contractor/consultant name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and/or email. Also include the dollar value or percentage that the sub-contractor/consultant will be performing. If sub-contractor/consultant qualifies as a current certificate Florida Certified Business Enterprise such as MBE, WBE, DBE, VBE or similar please indicate such above and provide proof of certification.



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... by... for... 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...
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...
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...
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...
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those 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 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, member, or agents who are active in 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, member, or agents who are active in 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**

***B230178MWB – Landscape Maintenance and Mowing for Downtown Buildings - Annual***

Vendor 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 bid submittal along with any supporting documentation were requested and/or indicated herein.

The County reserves the right, in their sole judgment, to determine to its satisfaction whether the Vendor 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 Contractor. 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 Contractor ineligible for award.

**CRITERIA 1 – CERTIFICATIONS/LICENSURE: Vendor and/or employee of Vendor must have the following certifications/licensure mentioned below.**

Does your firm or an employee of your firm, hold a Pesticide license with the State of Florida?

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

Does your firm or an employee of your firm, hold a Fertilizer Best Management Practices Certification?

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

Does your firm or an employee of your firm, hold a “Limited Certification for Urban Landscape Commercial Fertilizer”?

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

Does your firm or an employee of your firm, hold Intermediate Maintenance of Traffic (IMOT) Certification(s)?

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

- Please provide a copy of the above-mentioned Certifications/Licensures.

\_\_\_\_\_  
Authorized Bidder/Proposer Signature

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

\_\_\_\_\_  
Authorized Bidder/Proposer Name (Print or Type)

*Sealed Bid Label*

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

<b>SEALED BID DOCUMENTS • DO NOT OPEN</b>	
BID NO.:	<b>B230178MWB</b>
BID TITLE:	<b>Landscape and Downtown Buildings and Maintenance and Mowing for Downtown Buildings - Annual</b>
DATE DUE:	<b>Tuesday, July 25, 2023</b>
TIME DUE:	<b>Prior to: 2:30 PM</b>
SUBMITTED BY:	_____ (Name of Company)
e-mail address	Telephone
<b>DELIVER TO:</b>	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**