

**Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT**

Request for Proposal (RFP) NON-CCNA

Solicitation No.: **RFP170225KLC**

Solicitation Name: **LANDSCAPE MAINTENANCE FOR DOT**

Open Date/Time: **9/19/2017** Time: **2:30 PM**

Location: **Lee County Procurement Management
1500 Monroe Street 4th Floor
Fort Myers, FL 33901**

Procurement Contact: **Kathy Ciccarelli** Title **Procurement Analyst**
Phone: **(239) 533-8881** Email: **kciccarelli@leegov.com**

Requesting Dept. **Transportation**

Pre-Solicitation Meeting:

Type: **NON-Mandatory**

Date/Time: **8/15/2017 11:00 AM**

Location: **Procurement: Public Works Building, 1500 Monroe St 4th Floor, Fort Myers, FL 33901**

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

Electronic bidding is coming! Visit www.leegov.com/bid to stay informed

Notice to Contractor / Vendor / Proposer(s)

RFP#B170225KLC LANDSCAPE MAINTENANCE AND MOWING FOR DOT

REQUEST FOR PROPOSAL (RFP)

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

LANDSCAPE MAINTENANCE AND MOWING FOR DOT

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 proposal documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for (RFP) are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

2:30 PM Tuesday, September 19, 2017

to the office of the **Procurement Management Director, 1500 Monroe Street, 4th Floor, Fort Myers, Florida 33901**. The Request for Proposal shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be clearly marked with the solicitation name, solicitation number, proposer name, and contact information as identified in these solicitation documents.

The Scope of Services for this RFP is available from www.leegov.com/procurement. Vendors who obtain scope of services from sources other than www.Leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.Leegov.com/procurement. It is the proposer's responsibility to check for posted information. The County may not accept incomplete proposals.


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

11:00 AM August 15, 2017 Public Works Building 1500 Monroe St. 4th Floor Fort Myers, FL 33901

for the purpose of discussing the proposed project. Prospective proposers are encouraged to attend. All prospective proposers are encouraged to obtain and review plans, specifications, and scope of work for this proposal before the pre-proposal so that they may be prepared to discuss any question or concerns they have concerning this project. A site visit may follow the pre-proposal conference. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address list below or faxed to (239) 485 8383 during normal working hours.

Kathy Ciccarelli kciccarelli@LeeGov.com

Sincerely,


Mary G. Tucker, CPPO, FCCM, FCCN
Procurement Management Director

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

Terms and Conditions Request for Proposal

1. DEFINITIONS

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract agreement. 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 into a contract.

2. ORDER OF PRECEDENCE

- 2.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
 - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
 - 2.1.2. Lee County Procurement Management Division Policy and Ordinances
 - 2.1.3. Special Conditions and Supplemental Instructions
 - 2.1.4. Detailed Scope of Work
 - 2.1.5. These Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the proposer 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 Policy Manual
 - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.

- 3.1.3. Florida Statute 218 Public Bid Disclosure Act.
- 3.1.4. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
- 3.1.5. 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:** If applicable, provide with proposal.
- 3.3. **License(s):** Proposer should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.

4. RFP – PREPARATION OF PROPOSAL

- 4.1. Proposals must be sealed in an envelope, and the outside of the envelope must be affixed with the label included in the forms section.
- 4.2. **Submission Format:**
 - 4.2.1. 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.
 - 4.2.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The proposer may not use erasable ink. All corrections made to the proposal shall be initialed.
 - 4.2.3. Should not contain links to other Web pages.
- 4.3. **Preparation Cost:**
 - 4.3.1. The Proposer 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 proposal, or for any travel and per diem costs that are incurred by any Proposer.

5. RESPONSES RECEIVED LATE

- 5.1. It shall be the proposer’s sole responsibility to deliver the proposal submission to the Lee County Procurement Management Division prior to or on the time and date stated.
- 5.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the proposer’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. PROPOSER REQUIREMENTS (unless otherwise noted)

- 6.1. **Responsive and Responsible:** Only proposals received from responsive and responsible proposers 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 proposer to perform.
 - 6.1.1. Proposals may be declared “non-responsive” due to omissions of “Negligence or Breach of Contract” on the 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.
 - 6.1.2. Additional sources may be utilized to determine credit worthiness and ability to perform.
 - 6.1.3. Any proposer or sub-proposer 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 proposer or sub-proposer.

- 6.2. **Past Performance:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) Poor or unacceptable past performance may result in proposer disqualification.

7. PRE-SOLICITATION CONFERENCE

- 7.1. A pre-solicitation 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-solicitation conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation 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-proposal conference, if applicable.
- 7.2. **Non-Mandatory:** Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective proposers participate.
- 7.3. **Mandatory:** Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.

8. COUNTY INTERPRETATION/ADDENDUMS

- 8.1. Each proposer 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 made **in writing, submitted at least eight (8) calendar days prior to the date when the proposal is due**.
- 8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the proposer'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. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from 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 proposer 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 solicitation 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 proposal 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. ADDITIONS, REVISIONS AND DELETIONS

- 11.1. Additions, revisions, or deletions to the Terms and Conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

12. NEGOTIATED ITEMS

- 12.1. Any item not outlined in the Scope of Services may be subject to negotiations between the County and the successful Proposer.
- 12.2. After award of this proposal the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 12.3. 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., to this contract with the County, in its sole judgment, considers such adjustments to be in the best interest of the County.

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

- 13.1. **Errors/Omissions:** Approval by County of the successful proposer's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful proposer for the accuracy and competency of the successful proposer's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the County of the successful proposer's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful proposer for the project. After acceptance of the final plans by the County, the successful proposer agrees, prior to and during the construction of the project, to perform such successful proposer services, at no additional cost to the County, as may be required by the County to correct errors or omissions on the plans prepared by the successful proposer pertaining to the project.
- 13.2. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All proposals shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

14. CONFIDENTIALITY

- 14.1. Proposers should be aware that all proposals provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.
- 14.2. If information is submitted with a proposal that is deemed "Confidential" the proposer must stamp those pages of the proposal that are considered confidential. The proposer must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.

- 14.3. 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 Florida State Statute 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.

15. CONFLICT OF INTEREST

- 15.1. All proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.
- And:
- 15.2. A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary vendor/consulting team, cannot be selected or retained, as the primary consultant/vendor or named a member of the consulting/contracting team, to perform project design, engineering or construction services for subsequent phase(s) or scope of work for this project. Pursuant to FS. S287.057 (17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.
- 15.3. Should your proposal be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the proposal from consideration for this project.
- 15.4. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.

16. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 16.1. Following Florida Statute Section 287.057(23), Upon the issuance of the solicitation, prospective proposers or any agent, representative or person acting at the request of such proposer 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 Proposer maybe declared non- responsible.**

17. DRUG FREE WORKPLACE

- 17.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs as defined in accordance with Section 287.087, FL § .

18. DISADVANTAGED BUSINESS ENTERPRISE (DBE's)

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

19. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 19.1. The proposer agrees to comply, in accordance with Florida Statute 287.134, 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 proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The proposer 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 proposer 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 proposer 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. PROPOSER/SUB-PROPOSER/CONSULTANT/CONTRACTOR RELATIONSHIP

- 20.1. The prime proposer on a solicitation may not also be listed as a sub-proposer/consultant/contractor to another firm submitting a proposal for the same solicitation. Should this occur, all responses from the involved/named firms will be considered non-compliant and rejected for award. Sub-proposers/consultant/contractor may be listed on multiple proposals for the same solicitation.

21. SUB-PROPOSER/CONSULTANT

- 21.1. The use of sub-proposer/consultant under this solicitation is not allowed without prior written authorization from the County representative.

22. RFP - PROJECT GUIDELINES

- 22.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the proposer(s) in conforming the professional services and work to provide pursuant to this Agreement/Contract:
 - 22.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
 - 22.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.
 - 22.1.3. This contract does not entitle any firm to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
 - 22.1.4. 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.
 - 22.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
 - 22.1.6. 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.

23. RFP – EVALUATION

- 23.1. **Ranking Method:** Lee County uses the Dense Ranking (1223" ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following

ranking number. This ranking method is used for each individual committee member's scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A is ranked number 1 ("first"), B is ranked number 2 ("joint second"), C is also ranked number 2 ("joint second") and D is ranked number 3 ("third").

23.1.1. Each Ranking is derived by the individual committee member's scores being totaled and then ranked with the highest "score" being "ranked" first with each following in the same manner. For example: a score of 100 would rank 1, a score of 75 would rank 2, and continue until all proposals have been ranked.

23.1.2. Upon completion of this method for each individual committee member the individual rankings are then totaled for an "Over-all Ranking." During the Over-all Ranking process the lowest total would be deemed the highest ranked (1). Example: Proposer A individual rankings totaled 5 and Proposer B individual rankings totaled 7 making "Over-all Ranking" order as Proposer A ranked 1, Proposer B ranked 2.

23.1.3. In the event of a tie, please refer to the tiebreaker section of this solicitation.)

23.2. Evaluation Meeting(s):

23.2.1. Evaluation 1: The first evaluation will rank Proposers based on the scores from the selection criteria point values.

23.2.2. Evaluation 2: Following the initial evaluation process, the short-listed proposer(s) will be required to provide an on-site interview/presentation.

23.2.2.1. Such subsequent evaluations will be accomplished by simply ranking the proposers. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers' rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) - the highest ranking.

23.2.3. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.lee.gov.com/procurement (Projects, Award Pending.)

24. RFP – SELECTION PROCEDURE

24.1. The selection will be made in accordance with Lee County Procurement Policy. Some or all of the responding proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process.

24.2. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.

24.3. If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected proposer(s) and begin agreement/contract negotiations with the next finalist.

24.4. The Procurement Management Director reserves the right to exercise their discretion to:

24.4.1. Make award(s) to one or multiple proposers.

24.4.2. Waive minor informalities in any response;

24.4.3. Reject any and all proposals with or without cause;

24.4.4. Accept the response that in its judgment will be in the best interest of Lee County

25. RFP – TIEBREAKER

25.1. In the event of a tie, two or more proposers that have the same ranking, the following steps will be taken to determine the highest ranked proposer. This method shall be used for all (RFP) ties.

25.1.1. Step 1: The proposer that has the highest number of 1st place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2nd place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th rank, will be counted until the tie is broken.

25.1.2. Step 2: At the conclusion of step 1 if all is equal, the local proposer shall be deemed the highest ranked proposer over a non-local proposer. Local shall be defined by Lee County Ordinance 08-26 or current revision thereof.

25.1.3. Step 3: At the conclusion of step 1 and step 2 if all is equal, the proposer having a drug-free work place program, in accordance with Section 287.087, FL §, shall be deemed the first ranked proposer.

- 25.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1st place proposer shall be determined by the flip of a coin.
- 25.2. When the tiebreaker is determined the highest ranked proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 25.3. If an award or negotiation is unsuccessful with the highest ranked proposer, award or negotiations may commence with the next highest ranked proposer.

26. RFP – EVALUATION/ SELECTION COMMITTEE

- 26.1. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments as approved by the Procurement Management Director or designee.
- 26.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most qualified and suited for this project. If applicable, the Selection Committee may choose to short-list Proposers/Firms to be interviewed to determine final selection.

27. WITHDRAWAL OF PROPOSAL

- 27.1. No proposal may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 27.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.
- 27.3. After proposals are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a proposal because of the mistake of the proposer in the preparation of the proposal document. In such circumstance, the decision of the Procurement Management Director to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the proposer, by clear and convincing evidence, has met each of the following four tests:
- 27.3.1. The proposer acted in good faith in submitting the proposal,
- 27.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the proposer would cause a severe hardship on the proposer,
- 27.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and
- 27.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

28. PROTEST RIGHTS

- 28.1. Any proposer 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.
- 28.2. “Decisions” are posted on the Lee County Procurement Management Division website. Proposers are solely responsible to check for information regarding the solicitation. (www.leegov.com/procurement)
- 28.3. Refer to the “Bid/Proposal Protest Procedure” section of the Lee County “Contracts Manual” for the complete protest process and requirements. The Manual is posted on the Lee County website or you may contact the Procurement Management Director.
- 28.4. In order to preserve your right to protest, you must file a written **“Notice Of Intent To File A Protest”** with the Lee County Procurement Management Director by **4:00 PM on the 3rd working day after the decision** affecting your rights is posted on the Lee County website.
- 28.4.1. The notice must clearly state the basis and reasons for the protest.
- 28.4.2. The notice must be physically received by the Procurement Management Director within the required time frame. No additional time is granted for mailing.
- 28.5. To secure your right to protest you will also be required to post a **“Protest Bond”** and file a written **“Formal Protest”** document **within 10 calendar days** after the date of “Notice of Intent to File a Protest” is received by the Procurement Management Director.

- 28.6. Failure to follow the protest procedures requirement within the timeframes as prescribed herein and established by the Lee County Board of County Commissioners, Florida, shall constitute a waiver of your protest and any resulting claims.

29. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 29.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the agreement 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.

30. CONTRACT ADMINISTRATION

30.1. Designated Contact:

- 30.1.1. The awarded proposer 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.
- 30.1.2. Lee County requires that the awarded proposer 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.

30.2. RFP – Term: (unless otherwise stated in the Scope of Work or Detailed Specifications)

- 30.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be one (1) year with three (3), one (1) year renewals for a total of four (4) years upon mutual agreement of both parties.**
- 30.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
- 30.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

30.3. RFP – Basis of Award:

- 30.3.1. Award will be made to the most responsible and responsive proposer based on the evaluation criteria.

30.4. Agreement/Contract:

- 30.4.1. The awarded proposer 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>.

30.5. Records:

- 30.5.1. Retention: The proposer 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 proposer 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.
- 30.5.2. 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:
- 30.5.2.1. Keep and maintain public records required by the County to perform the service.
- 30.5.2.2. 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.
- 30.5.2.3. 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.
- 30.5.2.4. 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.

30.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FL § , 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, <http://www.leegov.com/publicrecords>.**

30.5.4. 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 proposer in connection with its services hereunder, include all documents bearing the professional seal of the successful proposer, and shall be delivered to and become the property of Lee County, prior to final payment to the successful proposer or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.

30.6. Termination:

30.6.1. Any agreement 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 proposer, 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.

30.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Purchasing and Payment Procedures Manual (Purchasing Manual), (also known as Appendix "D", "AC-4-1.pdf".)

30.6.3. Any proposer 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.

30.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:

30.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);

30.6.4.2. 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;

30.6.4.3. Contractor has engaged in business operations in Cuba or Syria;

30.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

31. WAIVER OF CLAIMS

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

32. LEE COUNTY PAYMENT PROCEDURES

- 32.1. All vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238
- 32.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 32.3. 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.
- 32.4. 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 proposers should include in their proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services

33. MATERIAL SAFETY DATA SHEETS (MSDS/SDS) (if applicable)

- 33.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.

34. DEBRIS DISPOSAL (if applicable)

- 34.1. Unless otherwise stated, the Proposer 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.

35. SHIPPING (if applicable)

- 35.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the proposer unless otherwise agreed upon in writing prior to service. It shall be the proposer'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.
- 35.2. The materials and/or services delivered under the proposal 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.

36. INSURANCE (AS APPLICABLE)

- 36.1. Insurance shall be provided by the awarded proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the proposer.

Standard Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's 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, and contractual liability exposures with minimum limits of:

\$500,000 per occurrence
\$1,000,000 general aggregate
\$500,000 products and completed operations
\$500,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$500,000 combined single limit (CSL)
\$300,000 bodily injury per person
\$500,000 bodily injury per accident
\$300,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

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

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

Verification of Coverage:

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

- a. **The certificate holder shall read as follows:**

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

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

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

End of Insurance Guide section

37. 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.

38. MINIMUM REQUIREMENTS/RELATED PROJECT EXPERIENCE

- 38.1. Bidder shall have a minimum of 3 years landscape experience. Provide 3 projects completed within the last 5 years on form 1a
- 38.2. Pesticide License for Natural Area and Right of Way. Provide copies of current licenses issued by the State of Florida
- 38.3. Provide current Intermediate Maintenance of Traffic (IMOT) Certification(s)
- 38.4. Provide current certificate(s) of training for "Fertilizer Best Management Practices"
- 38.5. Provide current certification of "Limited Certification for Urban Landscape Commercial Fertilizer" applicators.

End of Special Conditions

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
RFP170225KLC
LANDSCAPE MAINTENANCE AND MOWING FOR DOT**

39. GENERAL SCOPE OF PROJECT

The intent of this RFP is to provide median and roadside landscape maintenance and mowing for various sites throughout Lee County. The maintenance work will consist of providing all labor, materials, equipment, permits, and incidentals necessary to perform all of the work in accordance with the specifications outlined in the Landscape Maintenance section of this bid.

In selecting a Proposer the County will place emphasis on the experience of the Proposer and its assigned personnel in providing products and/or services on projects of similar nature and size.

- Provide and maintain adequate staff to oversee and manage the projects;
- Successfully complete the project within the approved schedule;
- Comply with the contract documents and its general conditions.

40. PROJECT TERM

Multi-year Renewals: The successful Proposer shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an “as needed basis” for a two-year (2) period. There may be an option to extend this contract as specified in the Scope of Work or specifications upon the approval of both the County and the successful Proposer at the time of extension or renewal for three (3), additional one (1) year periods.

41. SECTION CHANGES

Lee County may, at their sole discretion, add or delete sections at no change in 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%.

Lee County, at their sole discretion, may add new sections or alter sections, based on a mutually agreed price, to be negotiated between the vendor and an authorized Lee County representative, including new sections, which have been turned over to the County for maintenance.

Lee County reserves the right to add or delete services based on a mutually agreed upon price, to be negotiated between the vendor and an authorized Lee County Representative.

The labor rate for any jobs above and beyond the pricing sheet will be negotiated between the awarded vendor and a county representative.

43. TOLLS

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

44. EMERGENCY PHONE NUMBERS

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

45. WORK SCHEDULE

Provide to the County's representative a complete twelve (12) month schedule that includes all work to be done such as; pruning, watering, litter removal, herbicide, mulching, mowing and edging. Contact the County's representative and confirm the monthly work schedule. Contact the County Representative within 24 hours of schedule change.

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

All work that does not meet the specifications must be corrected before Lee County DOT will give approval for payment. Lee County has the right to deny a monthly payment for work not completed for that period of time.

46. SUPERVISION AND SAFETY

- A. Prior to the repair of planting areas and replacement of plants, ascertain the location of all drains, electrical cable, conduits, utility lines, supply lines and other subsurface structures contact (**Sunshine Locating Service 811 or 1-800-432-4770**) so that proper advance owner notification may be made and precautions may be taken not to disturb or damage any of these elements or improvements). The Contractor shall properly maintain and protect existing utilities and repair all items damaged by this work at no additional expense to Lee County.
- B. Provide the maintenance services in a professional manner. During all maintenance work hours, 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 Contractor.
- C. Before the contractor begins any work, the contractor, a county representative, and 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.
- D. Lee County suggests that vendors visit each site and acquaint themselves with the conditions as they exist and the operations to be carried out under this RFP. Vendors shall make such investigations as they may see fit so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work under this RFP.
- E. The contractor shall provide a video in color, the entire site prior to commencement of maintenance contract. Care must be taken to ensure that the site is adequately documented i.e. utility boxes, curbs, signs, and condition of existing sod and plants, including any damage such as weed eater blight. This video will be used to resolve any disputes. In the event that the site is not properly documented and an issue arises, it will be assumed the contractors responsibility and shall be repaired at no cost to the County. Two copies shall be made, one for the contractor's file and the other to the County

representative. Video shall be in the format that may be reviewed in any standard digital device without adaptation.

- F. All vehicles and trailers shall have the contractor's name and business phone number clearly displayed during work hours.
- G. Contractors' personnel shall wear appropriate apparel including high visibility safety vest.
- H. It shall be the Contractor's responsibility to maintain safe and efficient pedestrian and vehicular traffic flow through the designated work zone area. The Contractor shall adhere to the applicable federal, state, and local laws, ordinances and regulations. The Contractor 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.)
- I. The Contractor shall fully adhere to the Federal Occupational Safety and Health Act (OSHA)
- J. Lee County DOT requires that mowing equipment have warning lights or a strobe light installed and operating while in operation. Warning signs that read "Mowers Ahead" (will be provided by the contractor) and meeting the MUTCD specifications be placed in the right-of-way facing each lane of traffic in both directions. Signage shall be placed at the beginning and ending limits of the project.
- K. 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 Lee County due to rush hour and tourist season.

47. REPORTING, INSPECTION AND CHECKLIST

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

48. MAJOR BREAKDOWNS/EMERGENCY SERVICES

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

49. ASSIGNMENT OF THIS CONTRACT

The Contractor shall not assign, transfer or sub-contract any portion of this agreement unless prior permission is granted by the County Representative.

50. LANDSCAPE MAINTENANCE MATERIALS

- A. Water: Use water free from elements toxic to plant or animal life. Obtain water from approved sources. Do not use County retention ponds as water source.

- B. Replacement Plants: Conform to the type, species, Florida # 1 Grades and Standards and size to match existing plants. All replacement plants must have the prior written approval of the County's representative.
- C. Mulch: Mulch shall be the same type and quality on site unless otherwise directed by County Representative. The use of Cypress mulch is prohibited by County Administration Code 5-9.
- D. 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. 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.

51. LANDSCAPE MAINTENANCE

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. Landscape maintenance contractor will provide all labor, materials, equipment, permits, and incidentals necessary to perform the following:

1. Edging:

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.

2. Mowing:

Mow all Bahia sod areas at a height of three to four inches (3"-4") with a rotary mower. Mowing consists of twenty one (21) cycles: biweekly in the peak growing months of March through November and at a 3-4 week frequency in the months of December through February, as needed to maintain an attractive, even sodded area. 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 contractor, the contractor will have 72 hours to effect these repairs upon notification from LCDOT. Failure to do so will allow LCDOT to have these repairs made and deducted from the contractor's next invoice. All trees and palms have at least 2 bubblers. Some special trees and palms have 3 bubblers. When making repairs to damaged irrigation parts the bubblers must have the same flow rate as the ones being replaced. HIT, Hunter, or Rainbird bubblers may be used as a replacement for the damaged bubblers. Select either a .25 GPM, .50 GPM, 1.0 GPM, or 2.0 GPM depending on what was damaged. If both bubblers were destroyed, find a tree or palm of the exact same type and use the rate from that one for the damaged one. Irritrol 533 bubblers are expressly forbidden and will not be used for any tree or palm belonging to LCDOT.

Mowing wet grass or operating with dull blades shall be avoided. The County reserves the right to add or eliminate a cycle. The county shall contact the Contractor a minimum of one (1) week ahead of scheduled cycle for cancellation. If the Contractor 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.

3. Litter Pick-up and Debris Removal :

Clean-up all litter, palm fronds and dead plants and trees in all areas within the projects limits during each site visit. Litter and 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. Litter and debris shall be removed, and disposed of at a County approved disposal site. No litter shall be left on site after the Contractor departs. There will be no additional cost to Lee County for litter and debris disposal.

Litter and Debris is defined 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, and tires. 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 contractor is to contact the County Representative and report the event. The contractor will not be held responsible for the cleanup of illegal dumping.

Mowing and Edging Clean-up:

Roadway, Parking Lots, curb and gutter, sidewalk and bike paths shall be blown free of clippings in conjunction with mowing and edging events. Do not leave large clumps of grass clippings in the roadways or on sidewalks. **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.**

4. Weeding and Weed Control

Landscaped beds and mulched areas shall be weed-free. Remove weeds and grasses from beds, around and near all sign posts, utility poles, guy wires, benches, fence lines, guardrails, 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. All herbicides shall have marking 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 Contractor with the use of chemical herbicides. Weeds obtaining a height of six inches (6") shall be hand-pulled and disposed of offsite.

NOTE: IF A CONCRETE SIDEWALK OR BULLNOSE AREA IS WITHIN YOUR AWARDED SECTION THAT AREA MUST BE KEPT WEED AND DEBRIS FREE. IF THIS AREA IS NOT MAINTAINED WE WILL DEDUCT PAYMENT FROM YOUR INVOICE.

5. Disease and Insect Control:

Disease and Insect control (on plants, shrubs and trees) shall be addressed by the contractor as needed or requested by the County Representative. Control shall be addressed in a timely manner to control the infestation.

Ant Control:

Treat mounds as they appear. All inactive mounds shall be leveled to match existing grade.

6. Tree staking and tree ring maintenance:

Tighten and repair staking, reset trees, shrubs and palms to the proper grade or vertical position as needed and as specified herein. If mowers damage tree staking supports it shall be the contractor's responsibility to replace and/or make the necessary repairs at the contractors cost. Staking shall be removed at the discretion of the County Representative. Tree rings and bed areas shall be repaired and restored when disturbed by the mowing function or by irrigation washouts, at no additional cost to the County. Any trees or shrubs damaged from errant string trimmer or careless mowing will be replaced with like size, Florida #1 grade material at the cost of the Contractor.

7. Fertilizing:

Granular fertilizer with a formulation of 8-2-12-4 (100% slow release N, K and Mg) including micronutrients shall be applied at a rate 1.5 lbs. per 100 sq. ft. for trees and shrubs two times annually. Bahia sod will not be fertilized.

8. Pruning:

- a) 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.

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.

- b) 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.
- c) Date palms and paurotis palms: Remove dead fronds/canes, and seed pods annually.
- d) Trees shall be structurally pruned annually to promote proper growth habits under the direction of an arborist certified by the International Society of Arboriculture, and at the discretion of the County Representative, per Best Management Practices and ISA Standards.
- e) Ornamental Grass trimming:

In general, ornamental grasses will be cut back once a year. In certain areas, ornamental grasses will be cut back multiple times per year to provide visual sight clearances and accessibility. The timing of the trimming will be coordinated between the awarded vendor and Lee County's County Representative.

9. Removal of Palm Fronds

All Palm Fronds must be removed by the vendor each visit.

52. GUARANTEE AND REPLACEMENT

A. When inspected landscape work does not comply with these Lee County requirements, the rejected work will 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.

B. If at any time trees, palms, ground covers, shrubs, sod and/or irrigation components are damaged or destroyed due to Contractor negligence or failure to adhere to the requirements of this agreement, it will be the Contractor's responsibility to replace and restore the site to the condition shown on the video tape. 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.

53. INVOICE

All vendors are requested to 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. Please make sure that the purchase order number is on the invoice, otherwise it can't be processed. Also, make sure you list the dates mowed.

Invoice structure prices must match matches the pricing line items that were bid.

54. CONSUMER INDEX ADJUSTMENT PRICE

At the County's sole discretion, the contract price bid for this service may be increased annually on the first of October. If granted, this increase would be based on the July Consumer Price Index for U.S. City Average, Wage and Clerical Workers, All Items, as published by the Bureau of Labor Statistics, Southeastern Regional Office as of the month of July for that year. Lee County will notify the vendor, in writing, of the increase amount if granted. This increased amount would begin with the billing for the month of October.

Section 1:

A. Summerlin / McGregor – Punta Rassa Rd to Gladiolus and Gladiolus Dr. – Winkler Rd. to U.S. 41

Medians and roadsides

Landscape maintenance & mowing

- all medians
- north roadside to row limit and/or canal water line
- south roadside to row limit and/or canal water line
- retention pond in front of 7-11 at the corner of Summerlin and Gladiolus
- row to row on Gladiolus

B. Sanibel Island - Sextant to Causeway Bridge

Median, roadsides and retention areas

Landscape maintenance & mowing

- one median
- north roadside including area surrounding retention areas and limits of landscaping
- south roadside including area surrounding retention areas and limits of landscaping

C. Causeway Islands A & B (for Parks & Rec)

Roadsides and recreation areas

- landscape maintenance and mowing
- north roadside all landscaped areas
- south roadside all landscaped areas

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 2:

Corkscrew Road US 41 to east end of FDOT Row for I-75), Three Oaks Parkway (Corkscrew Rd. to Williams Rd.), and Imperial Pkwy. (Bonita Beach Rd. to Collier County line)

Corkscrew Rd.

- landscape maintenance & mowing row to row to Corkscrew Woodlands Blvd.
- medians only in FDOT row

Imperial Pkwy.

- row to row

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 3:

**Cypress Lake Dr / Daniels Pkwy
(McGregor Blvd to Six Mile Cypress) and Plantation ext. (Colonial Blvd. to Idlewild Dr.)**

Landscape maintenance & mowing row to row including lot at the northeast corner of Idlewild Dr. and Plantation ext. and excluding outside guardrail on Daniels from U.S.41 to Six Mile Cypress.

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 4:

College Pkwy (McGregor Overpass to US 41), Camelot Dr. (McGregor Blvd. to South Pointe Blvd.), Fiesta Way, (Cypress Lake Dr. to Lake McGregor Dr.), Lake McGregor Dr., (McGregor Blvd. to Fiesta Way), Winkler Rd. (College Pkwy to Cypress Lake Dr., including one median north of College Pkwy. and one median south of Cypress Lake Dr., and Myerlee Country Club Blvd. (Winkler Rd. to Cul De Sac) and San Marcos Ave/Vietnam Veterans Park

Landscape maintenance & mowing row to row

San Marcos Ave/Vietnam Veterans Memorial Park

- Landscape maintenance and mowing
- North side of Midpoint Bridge: Caloosahatchee River to east edge of pond
- South side of Midpoint Bridge: Caloosahatchee River to the curb on San Marcos Ave, not to include utility structures and house located at 8392 San Marcos. The median located on San Marcos is included in the scope.

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 5:

- A. Cape Coral Pkwy.— Foot of Cape Coral Bridge to Del Prado Blvd., Del Prado Blvd.—Cape Coral Pkwy. to Hancock Bridge Pkwy., Hancock Bridge Pkwy. — Del Prado Blvd. to S.E. 24th Ave.**
- B. Del Prado Blvd from Hancock Bridge Pkwy. to Pine Island Rd. (this portion of Del Prado to begin approximately in the Fall of 2018 pending expiration of warranty period from CIP project).**

Landscape maintenance and mowing row to row

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 6

US 41 (Littleton Rd. to Charlotte County Line, and Del Prado ext. (medians east of U.S. 41),

Landscape maintenance and mowing

- Medians
- 20 ft. around pump station in west ROW
- Mowing and maintenance in triangle at Business 41
- Del Prado Ext. medians only east of US 41

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 7:

Bayshore Rd/NE Pine Island Road (FDOT Operations center to Pritchett Pkwy.) and New Post Dr. (Bayshore Rd. to End of County Maintenance sign or where private road begins)

Landscape maintenance and mowing

- FDOT Operations Center to Business 41: Medians only
- Business 41 to Hart Rd./New post Dr.: row to row, including mow strip outside of sidewalk in North Row
- Hart Rd./New post Dr. to Pritchett Pkwy:
 - Medians
 - FDOT row @ I-75 within the limits of landscaping
 - Retention pond east of Publix
- New Post Dr. row to row

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 8:

Lee Blvd. (SR 82 to Williams Ave.)

Landscape maintenance and mowing row to row

- Including maintenance and mowing in south row adjacent to Grandale and Archdale

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 9:

Hancock Bridge Pkwy. (SE24th Ave. /Hunter Blvd. to U.S. 41), North Key Dr. (U.S. 41 to End of County Maintenance sign or where private road begins), and Orange Grove Blvd. (Pondella to end of county maintenance sign or where private road begins)

Landscape maintenance and mowing

- Hancock Bridge Pkwy. and Orange Grove Blvd. ROW to ROW
- North Key Dr. Medians

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 10:

A. U.S. 41 (Jamaica Bay to San Carlos Blvd.)

Landscape maintenance and mowing

- Medians
- Median on Island Park Rd. at U.S. 41

B. U.S. 41 – Boy Scout Drive to Gladiolus Dr.

- Medians only

C. U.S. 41 – San Carlos Blvd. to Bonita Springs City Limit

- Medians only

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 11:

Alico Road –East FDOT Row of Michael G. Rippe Parkway to I-75 and Michael G. Rippe Parkway berm

Alico Rd.

- Row to Row

Michael J. Rippe berm

- Approximately 3000 ft. of landscaped berm on east row south of Briarcliff.

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 12:

A. Treeline Avenue/Ben Hill Griffin Parkway – South of Pelican Preserve to Alico Road

B. Colonial Blvd. - Six Mile Slough to S.R. 82 (Colonial may begin approximately late 2018 at the expiration of the CIP contract)

Row to row excluding FDOT row at Airport Flyover on Treeline Ave.

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 13:

Business 41 – Littleton Road to State Road 78, Edison Bridge and U.S. 41 Caloosahatchee River to Littleton Road

Roadsides and medians

Mowing to include:

- All medians including median north of Littleton Rd.
- Row to row on Business 41 and Edison Bridge
- Two retention ponds – maintenance around trees and mowing. One on North side of the North Fort Myers Recreation Center entrance, the other on the Southwest corner of Littleton and Business 41.
- Medians only on U.S. 41

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 14:

Bonita Beach Rd- King's Kew/Forester to End of County Maintenance sign or where private road begins.

Row to row

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 15:

**A. Daniels Pkwy—Six Mile Cypress to East Of Gateway Blvd (excluding unlandscaped FDOT Row)
Gunnery Rd—Lee Blvd to one median south Of S.R. 82**

B. Roundabouts at the intersections of Crystal Dr. and Plantation Rd

C. Roundabouts Sunshine Blvd. and 23rd St SW

D. Roundabouts Beth Stacey and Business Way,

(Roundabouts maintenance will begin approximately Fall of 2018)

- Row to row to Chamberlin.
- Medians from Chamberlin to east of Gateway Blvd.
- Row to row on Gunnery Rd.

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 16:

S.R. 80--Prospect Ave. to Hickey Creek (Cook Rd.)

- Weekly Royal Palm frond pick up
- Row to row from Prospect Ave. to Gate #3 of FPL plant and S.R.31 to Old Olga Rd. (Limits of landscaping at I-75)(Landscape areas only)
- Medians only from Gate #3 to S.R. 31 and Old Olga Rd. to Cook Rd.

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 17:

Veterans Pkwy.—Caloosahatchee River to Pine Island Rd.

- Row to row (backside of berms)
- Lots 1-14 (see maps)
- Ponds 1-4 (see maps)
- Area behind wall on SE 24th St. from SE 14th Pl. To SE 12th Ave.

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 18:

McGregor Blvd. and San Carlos Blvd. Weekly Royal Palm Frond Pick Up

- **McGregor Blvd.**
 - **From North of Davis Road to Cypress Lake Dr. (Both Sides)**
- **San Carlos Blvd.**
 - **From Kelley Rd. to San Carlos Overpass (Summerlin Rd.)**

Section 19:

- A. Three Oaks Pkwy.—Corkscrew Rd. to Alico Rd., Estero Pkwy Ext. – Three Oaks Parkway to the top of I-75 Overpass and roadsides from the top of I-75 overpass to Ben Hill Griffin Parkway.**
- B. Imperial Parkway from Bonita Bill St. to East Terry St. (may begin early 2019 at the expiration of the CIP Contract)**
 - Row to row including two retention ponds on Three Oaks and two retention pond on Estero Pkwy. ext.

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 20:

Ben C. Pratt/Six Mile Cypress Pkwy.—Colonial Blvd. to Metro Pkwy.

- Row to row

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 21:

- A. Summerlin Rd. from Colonial Blvd. to Boy Scout Dr., Fowler St. Ext. from Colonial Blvd. to U.S. 41**
 - Row to row
- B. Gladiolus Dr. from Winkler Rd. to San Carlos Blvd. and Bass Rd. from Health Park to Library entrance north of Gladiolus Dr. including County owned lot east of Library (This portion of Gladiolus and Bass may begin approximately mid 2018 at the expiration of CIP Contract).**
 - Row to row
- C. Summerlin Rd.—Boy Scout Dr. to Gladiolus Dr. (This portion Of Summerlin Rd. may begin approximately late 2019 at the expiration of the CIP Contract)**
 - Row to row
 - Retention ponds on Summerlin twice annually

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

55. PLANT MATERIAL

- A. The words “Plant Materials” or “Plants” refer to and include trees, shrubs, ground cover, ornamental grass, or herbaceous materials.
- B. All plants shall be graded Florida # 1 or Better as defined in the Grades and Standards for Nursery Plants, 2015
- C. Plants shall be sound, healthy, vigorous, free from plant diseases, insects or pests and their eggs, and shall have healthy, normal growth, and non-circling root systems. Tree trunks shall have the specified caliper, be straight with no cuts, scrapes, or scars. Unless specified otherwise by the Project Manager, all plants shall have the specified clear trunk height.
- D. The root flare and origination of the first major root from the trunk must be 2” above finish grade and visible for inspection. If not, the tree will be rejected.
- E. Plants with the exception of “cigar cut” palm trees, shall not be pruned prior to delivery except as approved by the County.
- F. All shrubs and ground covers are required to be container grown. Trees are required to be one of the following:
 - 1. Container Grown:
 - a. Trees grown in plastic containers shall be well established in the container; roots must be full to the bottom of the container without being root-bound. Minimum container size guidelines will follow those established by the Grades and Standards. Plants that are root bound or that have circling roots will be rejected.
 - 2. Field Grown:
 - a. Trees shall have the appropriate root ball based on the tree diameter and height as established in the Grades and Standards. Field grown plants shall be root pruned and hardened off (pre-dug) a minimum of 6 weeks before delivery and shall have new root growth evident. Root balls of field-grown trees must be intact and protected from desiccation with black plastic wrap. Trees with synthetic burlap will not be accepted.
 - 3. Collected plants shall not be used unless specifically called for in the specifications or approved in writing by the County. The type, size, and availability of specific species will be the basis of selection of all collected plants.
 - 4. All replacement plants must meet with DOT’s approval.

Fertilizer :

- A. All plants shall be fertilized six weeks after planting with a complete granular fertilizer, containing 30% - 50% slow-release nitrogen, at a rate of one pound of nitrogen per 1,000 square feet of mulched bed area. Specific formula will be based upon laboratory testing results and recommendations.
- B. Turf grass fertilizer shall be granular 16-4-8 analysis, 50% slow-release. Applied at the manufactures recommended rate.
- C. Application of minor elements may be required to adjust ph. Laboratory reports shall identify deficiencies and recommend treatment. All applications shall be applied according to recommended rates and frequency, independent of fertilization.

Herbicide Post and Pre-Emergent

- A. Herbicides and their use shall comply with applicable federal, state, and local laws, including licensing requirements.
 - 1. Post-emergence or contact herbicides shall be approved by the County before application. Upon approval, all applications shall be applied in accordance with the manufactures rate and specifications.

2. Pre-emergence herbicides shall be approved by the County before application. Upon approval, all applications shall be applied in accordance with the manufactures rate and specifications. All bed areas shall be treated before mulch application.

56. MINIMUM REQUIREMENTS/RELATED PROJECT EXPERIENCE SPECIFY PROJECT SPECIFIC QUALIFICATIONS REQUIRED.

56.1 Relevant Projects: Provide three (3) Government service related facility projects. (Complete Form 1a Minimum Requirements Table) For each project include:

Project Name
Project Address
Project Contact Name
Project Contact Email
Project Contact Telephone Number
Cost of project
Project Size (sq. ft.)

End of Detailed Specifications

SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

1. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

- 1.1 Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.
- 1.2 Submittal package should be printed single-sided. **PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.
- 1.3 Proposers shall submit one (1) original hard copy (clearly marked as such) and six (6) electronic version(s) on a USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The County may request specific files be submitted in specialty format (IE: Provide a Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements describe herein. Should files not be provided in the format or quantity as requested Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the County in evaluating the Proposal, and the electronic version is provided for the County's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

COMPENSTATION

Compensation shall be submitted in a **SEPARATE SEALED ENVELOPE**. Pricing will not be assigned points or used to evaluate vendors qualifications. After the evaluation process a maximum of the top five scored vendors will move on to have their cost proposals opened.

The cost proposals will be evaluated in sections and awarded to the lowest most responsive responsible bidder per section. However, Lee County reserves the right, at its discretion, to limit the number of Sections awarded to any single vendor. The intent of this is to ensure the vendors are able to adequately maintain the Sections they are awarded. The County will also take into consideration the current workload of the vendor.

The County intends to award to the offerer(s) that demonstrates the best overall value to the County and the most substantiated ability to fulfill the requirements contained in the Request for Proposal.

Lee County reserves the right to limit the number of sections awarded per vendor.

Introduction

- Project RFP Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone, fax and email address)
- How many years has Proposer been in business under present name?
- Under what other former names has your organization operated?

TAB 1: Company History: Please provide a brief history of your company.

- A. Please tell us about the type of business (corporation, partnership, individual) and the year it was started. (The vendor must have been in business for a minimum of five (5) years).
- B. How many years has your company provided this type of service?
- C. How many years has your organization been in business under its present business name? Have you ever operated under a different name?
- D. Tell us about your location. How long have you been at this current location? Where were you located before?
- E. Does your company have the ability to handle the service required for these large areas? Please explain.

TAB 2: Personnel

- A. Provide the number of employees that are currently employed by the company. How many of them are full time employees? How many are subcontracted or seasonal?
- B. What type of services do these employees provide?
- C. Would you be able to add more employees if required to complete the contract?

Tab 3: Licenses and Certifications:

Provide a brief resume' of key employees to be assigned to the project. Please provide the following for the employees who will be working on these areas:

- A. Pesticide License for Natural Area and Right of Way. Provide copies of current licenses issued by the State of Florida.
- B. Provide current Intermediate Maintenance of Traffic (IMOT) Certification(s)
- C. Provide current certificate(s) of training for "Fertilizer Best Management Practices"
- D. Provide current certification of "Limited Certification for Urban Landscape Commercial Fertilizer" Applicators.

TAB 4: Equipment

- A. Please provide a list of all the equipment you own.
- B. Please provide a list of the equipment you lease.
- C. Is the company financially sound to add equipment if necessary? Please explain.

TAB 5: References: Insert "Form 1a and Reference Survey" and any additional Reference related information. The vendor must have at least three Relevant projects. Include project information which best illustrate the experience of the Proposer and current staff to be assigned to work on this project.

2. SCORING CRITERIA & WEIGHT

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	Company History	25
2	Personnel	20
3	Licenses and Certifications	10
4	Equipment	20
5	References	25
TOTAL POINTS		100
*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.		

3. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Friday, August 4, 2017	N/A
Pre-Proposal Meeting	Tuesday, August 15, 2017	11:00 AM *
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Tuesday, September 19, 2017	Prior to 2:30 PM
First Committee Meeting Short list discussion	Thursday, September 28, 2017	TBD *
Notify Shortlist Selection via e-mail	TBD	N/A
Final Scoring/Selection Meeting	Thursday, October 12, 2017	TBD *
Commission Meeting	TBD	
Additional notes on Submission Schedule: *Meeting Locations: Public Works Building 1500 Monroe Street, Fort Myers FL 33901 NOTE: Proposed short-list and final selection meeting dates are posted on the Procurement Management web page at www.leegov.com/procurement (Projects, Award Pending).		

End of Section

REQUIRED FORMS

REQUEST FOR PROPOSAL (NON-CCNA)

These forms are required and should be submitted with all proposals. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked "N/A or Not Applicable" across the form in large letters and returned with your submission package. *Note:* If submitting via hard copy the original must be a manually signed original. Include additional copies, if specified, in the Solicitation documents.

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

- | | |
|-----------|--|
| <i>1</i> | <i>Solicitation Response Form</i>
All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) The corporate or mailing address must match the company information as it is listed on 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. |
| <i>1a</i> | <i>Minimum Requirements Table (RFP)</i>
Provide relevant Construction Manager at Risk project information. |
| <i>1b</i> | <i>Business Relationship Disclosure Requirement (if Applicable)</i>
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. If this disclosure is applicable request form " <i>INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS</i> " (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response . It is the proposer's responsibility to request form and disclose this relationship, failure to do so could result in being declared non-responsive.
NOTICE: UNDER THE PROVISIONS OF FL § #112.317 (1983), 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 \$5,000.00. |
| <i>1c</i> | <i>Proposal Form</i>
This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County |
| <i>2</i> | <i>Affidavit Certification Immigration Laws</i>
Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws. |
| <i>3</i> | <i>Reference Survey</i>
Provide this form to a minimum of three references. This form will be turned in with the bid or proposal package.
<ol style="list-style-type: none">Section 1: Bidder/Proposer to complete with <u>reference respondent's</u> information prior to providing to them for their response. (This is not the Bidder/Proposer's information.) |

2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information that the reference respondent is to provide a response for.
3. The reference respondent should complete “**Section 3.**”
4. **Section 4:** The reference respondent to print and sign name
5. A **minimum of 3 reference responses** are requested to be returned with bid or proposal package.
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 be a part of over the past ten years. You may need to duplicate this form to list all history. If the proposer has more than 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 was a monetary amount 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 *Affidavit Principal Place of Business*

Certifies proposer’s location information. Local Vendor Preference and Location Point values are excluded when prohibited by grant or funding source. (In such cases form will be informational only.)

6 *Sub-Contractor List (if applicable)*

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

7 *Public Entity Crimes Form (Required 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 or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

8 *Trench Safety (Required for Construction Projects Only)*

Self explanatory.

9 *Bid Bond (if applicable)*

Self explanatory

Proposal Label (Required)

Self explanatory. Please affix to the outside of the sealed submission documents. The mailing envelope **MUST** be sealed and marked with:

- ✓ Solicitation Number
- ✓ Opening Date and/or Receiving Date

- ✓ Mailing Address:
Lee County Procurement Management Division
1500 Monroe Street, 4th Floor Fort Myers, FL 33901

Include any licenses or certifications requested (if applicable)

It is the Proposer's responsibility to insure 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 deadline it cannot be considered or accepted.)



**LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM**

Date Submitted: _____ Deadline Date: 9/19/2017

SOLICITATION IDENTIFICATION: RFP170225KLC

SOLICITATION NAME: Landscape Maintenance and Mowing for DOT

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 NUMBER: _____

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR 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.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

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

Tax Payer 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 the Proposer/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*.

1 **Collusion Statement:** Lee County, Florida The undersigned, as 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 propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 **Scrutinized Companies Certification:**

Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL § .

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL § , the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

- 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), Florida Statute (1983)) to be completed and returned with solicitation response. It is the proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.**

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

- 4 Disadvantaged Business Enterprise (DBE) proposer? If yes, please attach a current certificate. ☐ Yes ☐ No

ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER, WITNESSED AND SEALED (IF 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, if 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.

Detail by Entity Name**Florida Profit Corporation**

Bill's Widget Corporation

Filing Information

Document Number 855555
FEI/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

555 N Main Street
Your Town, USA 99999
Changed 02/11/2012

Verify either Principal or Mailing
address is on Form 1

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

The corporate authorized representative executing the
documents must be authorized by member shown in this
section of the sunbiz.org printout)

Proposer Name:

Relevant Projects: note project requirements as applicable form may be used or deleted

Owner Name: _____
Project Name: _____
Project Address: _____

Owner Representative: _____
Representative
Telephone: _____
Representative E-Mail: _____
Project Cost: Initial \$ _____
Project Size Actual _____
Type of Facility _____

Summary of Project Scope:

Owner Name: _____
Project Name: _____
Project Address: _____

Owner Representative: _____
Representative
Telephone: _____
Representative E-Mail: _____
Project Cost: Initial \$ _____
Project Size Actual _____
Type of Facility _____

Summary of Project Scope:

Owner Name: _____
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Project Address: _____

Owner Representative: _____
Representative
Telephone: _____
Representative E-Mail: _____
Project Cost: Initial \$ _____
Project Size Actual _____
Type of Facility _____

Summary of Project Scope:



Lee County Procurement Management
PROPOSAL FORM

Company**Name:** _____**Solicitation****n #****B170225KLC****Solicitation Name****Landscape Maintenance and Mowing for DOT**

Having carefully examined the “Terms and Conditions”, and the “Detailed Specifications”, all of which are contained herein, propose to furnish the following which meet these specifications.

Term**Multi-year and Renewals**

The successful proposer shall be responsible for furnishing and delivering to the Lee County requesting Department commodity or services on an “as needed basis for a two-year (2) period or as specified in the Scope of Work as per specifications. There will be an option to extend this contract as specified in the Scope of Work or specification upon approval of both the County and the vendor at the time of the extension or renewal.

Please include this page with your submission package.

<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Quantity</i>	<i>Unit Cost</i>	<i>Total Cost</i>
Section 1					
A.	Summerlin/McGregor – Punta Rassa Rd to Gladiolus and Gladiolus Dr. - Winkler Rd. to U.S. 41				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for Section 1 - A				
B.	Sanibel Island – Sextant to Causeway Bridge				
1.	Edging	Each	21		
2.	Mowing	Each	21		

3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for Section 1 - B				
C.	Causeway Islands A & B (for Parks & Rec)				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for Section 1 - C				
	Annual Total for Section 1 (Includes Section 1A, 1B and 1C)				
	Section 2				
	Corkscrew Rd. U.S. 41 to east end of FDOT row for I-75, Three Oaks Parkway(Corkscrew Rd. to Williams Rd.) and Imperial Parkway. (Bonita Beach Rd. to Collier County Line).				
1.	Edging	Each	21		
2.	Mowing	Each	21		

3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Annual Total for Section 2				
	Section 3				
	Cypress Lake Dr./Daniels Parkway (McGregor Blvd. to Six Mile Cypress) and Plantation ext. (Colonial Blvd. to Idlewild Dr.)				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Annual Total for Section 3				
	Section 4				
	College Pkwy (McGregor Overpass to U.S. 41), Camelot Dr. (McGregor Blvd. to South Pointe Blvd.), Fiesta Way, (Cypress Lake Dr. to Lake McGregor Dr.), Lake McGregor Dr., (McGregor Blvd. to Fiesta Way), Winkler Rd. (College Pkwy to Cypress Lake Dr., including one median				

	north of College Pkwy. and one median south of Cypress Lake Dr., and Myerlee Country Club Blvd. (Winkler Rd. to Cul De Sac) and San Marcos Ave/Vietnam Veterans Park				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Annual Total for Section 4				
	Section 5				
A.	Cape Coral Parkway – Foot of Cape Coral Bridge to Del Prado Blvd., Del Prado Blvd. - Cape Coral Parkway to Hancock Bridge Parkway, Hancock Bridge Parkway - Del Prado Blvd. to S.E. 24 th Ave.				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		

	Total for Section 5 - A				
B.	Del Prado Blvd. from Hancock Bridge Pkwy. to. Pine Island Rd. (to begin approximately fall of 2018)				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for Section 5 - B				
	Annual Total for Section 5 (Includes Section 5 A & 5 B)				
	Section 6				
	U.S. 41 – Littleton Rd. to Charlotte County Line & Del Prado Extension Medians east of U.S. 41				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Annual Total Section 6				

	Section 7				
	Bayshore Rd/NE Pine Island Rd. (FDOT Operations Center to Pritchett Parkway) and New Post Dr. (Bayshore Rd. to end of County Maintenance sign or where private road begins.)				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Annual Total for Section 7				
	Section 8				
	Lee Blvd. (SR82 to Williams Ave.)				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Annual Total for Section 8				

	Section 9				
	Hancock Bridge Parkway (SE 24th Ave./Hunter Blvd to U.S. 41), North Key Dr. (U.S. 41 to the end of County Maintenance sign or where private road begins) Orange Grove Blvd. (Pondella to end of County Maintenance sign or where private road begins)				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Annual Total for Section 9				
	Section 10				
A.	U.S. 41 (Jamaica Bay to San Carlos Blvd.)				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for Section 10 A				

B.	U.S. 41 Boy Scout Drive to Gladiolus				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for Section 10 B				
C.	U.S. 41 San Carlos Blvd. to Bonita Springs City Limits				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for Section 10 C				
	Annual Total for Section 10 (Including Sections 10A, 10B and 10C.				
	Section 11				
	Alico Rd. – East FDOT Row of Michael G. Rippe Parkway to I-75, Michael G. Rippe Parkway Berm				
1.	Edging	Each	21		

2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Annual Total for Section 11				
	Section 12				
A.	Treeline Ave./Ben Hill Griffin Parkway – South of Pelican Preserve to Alico Rd				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for Section 12 - A				
B.	Colonial Blvd. – Six Mile Slough to S.R. 82 (Colonial may begin approximately late 2018 at the expiration of the CIP Contract)				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		

5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for Section 12 - B				
	Annual Total for Section 12 (Includes Section 12 A & 12 B)				
	Section 13				
	Business 41 Littleton Road to State Road 78, Edison Bridge and U.S. 41 Caloosahatchee River to Littleton Road				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
	Annual Total for Section 13				
	Section 14				
	Bonita Beach Rd. King's Kew/Forester to End of County Maintenance sign or where private road begins.				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		

6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Annual Total for Section 14				
	Section 15				
A.	Daniels Parkway, Six Mile Cypress to East of Gateway Blvd. (excluding unlandscaped FDOT row), Gunnery Rd., Lee Blvd. to one median South of S.R. 82				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for Section 15 - A				
B.	Roundabouts at the intersections of Crystal Drive and Plantation Rd (beginning approximately fall of 2018)				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		

8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for 15 - B				
C.	Sunshine Blvd. & 23 rd Street SW Roundabout (beginning approximately fall of 2018)				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Annual Total Section 15 - C				
D.	Beth Stacey/Business Way Roundabout (beginning approximately Fall of 2018)				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		

	Total for Section 15 D				
	Annual Total for Section 15 (Includes Sections 15 A, 15B, 15C and 15 D)				
	Section 16				
	SR 80 - Prospect Ave. to Hickey Creek (Cook Road)				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Annual Total for Section 16				
	Section 17				
	Veterans Parkway – Caloosahatchee River to Pine Island Rd.				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Annual Total for Section 17				

	Section 18				
	McGregor Blvd. and San Carlos Blvd. weekly palm frond pick up				
A.	McGregor Blvd. from North of Davis Road to Cypress Lake Dr.(Both Sides)				
	Pick up	Each	52		
	Total per year for Section 18 A				
B.	San Carlos Blvd. from Kelley Rd. to San Carlos Overpass (Summerlin Rd.)				
	Pick up	Each	52		
	Total per year for Section 18 B				
	Annual Total for Section 18(Includes Section 18 A and 18 B)				
	Section 19				
A.	Three Oaks Parkway, Corkscrew Rd. to Alico Rd., Estero Parkway ext., Three Oaks Parkway to top of I-75 overpass, and roadsides from the top of I-75 overpass to Ben Hill Griffin Parkway				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for Section 19 - A				
B.	Imperial Parkway from Bonita Bill Street to East Terry Street (may begin early 2019 at expiration of CIP Contract)				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		

4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for Section 19– B				
	Annual Total for Section 19 (Includes Section 19-A & 19-B)				
	Section 20				
	Ben C. Pratt/Six Mile Cypress Parkway, Colonial Blvd. to Metro Parkway				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Annual Total for Section 20				
	Section 21				
A.	Summerlin Road, Colonial Blvd. to Boy Scout Dr., Fowler St Ext. from Colonial Blvd. to U.S. 41				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		

5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for Section 21 - A				
B.	Gladiolus Dr. from Winkler Rd.to San Carlos Blvd. and Bass Rd. from Health Park to Library entrance north of Gladiolus Dr. including County owned lot east of Library. (This portion of Gladiolus and Bass may begin approximately mid 2018 at the expiration of CIP Contract).				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for Section 21 - B				
C.	Summerlin Rd. – Boy Scout Dr. to Gladiolus Dr. (This portion of Summerlin Rd. may begin approximately late 2019 at the expiration of CIP contract)				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		

4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for Section 21 - C				
	Annual Total for Section 21(Including Sections 21 - A, 21 - B and 21 - C)				
	Annual Total for all Sections Section 1 through Section 21				
	Miscellaneous				
1.	Labor rate per hour for miscellaneous landscape tasks per person	Per Hour	1		
2.	Labor rate per eight (8) hour day for miscellaneous landscape tasks per person	Per Day	1		
3.	Labor rate per hour for weekend installation per person	Per Hour	1		
4.	Holiday labor rate per hour per person	Per Hour	1		
5.	Overtime labor rate per hour per person	Per Hour	1		
6.	Replacement of plants, trees and shrubs*				
a)	Plants - ____ % of Mark up				____ %
b)	Shrubs - ____ % of Mark up				____ %
c)	Trees - ____ % of Mark up				____ %
*	Contractor shall be required to supply a copy of all receipts for plant, shrubs and trees for verification of the price to the County.				
	Any other miscellaneous supplies that are needed pricing will be negotiated with the contractor.				

Amount Written _____

Annual Total for All Sections –1 through 21

Form 2 – Affidavit Certification of Immigration Laws



LEE COUNTY
S O U T H W E S T F L O R I D A

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP170225KLC SOLICITATION NAME: Landscape Maintenance and Mowing for DOT

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).

Company Name: _____

Signature

Title

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____
20____, by _____ who has produced
(Print or Type Name)
_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit 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.**

Form 3 Reference Survey



Lee County Procurement Management

REFERENCE SURVEY

Solicitation #RFP170225KLC

Landscape Maintenance and Mowing for DOT

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

Section 2	Enter Bidder/Proposer Information , if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
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.

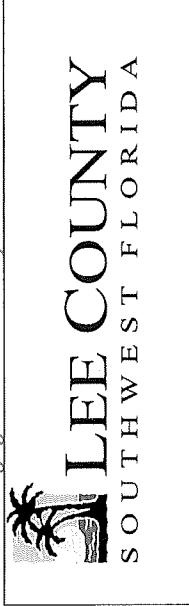
Section 3		Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?		
2. Were any problems encountered with the company's work performance?		
3. Were any change orders or contract amendments issued, other than owner initiated?		
4. Was the job 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

Reference Name (Print

Please submit non-Lee County employees as references

Reference Signature



ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please complete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

Company Name: _____

Type of Incident Alleged Negligence or Breach of Contract	Incident Date And Date Filed	Plaintiff (Who took action against your company)	Case Number	Court County/State	Project	Claim Reason (initial circumstances)	Final Outcome (who prevailed)

Make as many copies of this sheet as necessary in order 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.

Page Number: _____ Of _____ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.

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.



LEE COUNTY

SOUTHWEST FLORIDA

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Local Vendor Preference (Non-CCNA)
(Lee County Ordinance No. 08-26)
Location Identification (CCNA)

Instructions: Please complete all information that is applicable to your firm

Company Name: _____

Printed name of authorized signer

Title

⇒

Authorized Signature

Date

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.**

Notary:

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____

20 _____

who has produced

_____ as identification (or personally known)

Type of ID and number

⇒

Notary Public Signature

Notary Commission Number and expiration

1. Principal place of business is located within the boundaries of:

_____ Lee County

_____ Collier County

_____ Non-Local

Local Business Tax License # _____

2. Address of Principal Place of Business: _____

3. Number of years at this location _____ years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years

_____ Yes*

_____ No

*If yes, attach contractual history for past 3 consecutive years

5. Number of available employees for this contract _____

6. Does your company have a Drug Free Workplace Policy

_____ Yes

_____ No

SUB-CONTRACTOR LIST

[illegible]

Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as Disadvantaged Business Enterprise (**DBE**) contractors, please attach a current certificate.

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

1. This sworn statement is submitted to _____
(Print name of the public entity)
- by _____
(Print individual's name and title)
- for _____
(Print name of entity submitting sworn statement)

whose business address is _____

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

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting 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)

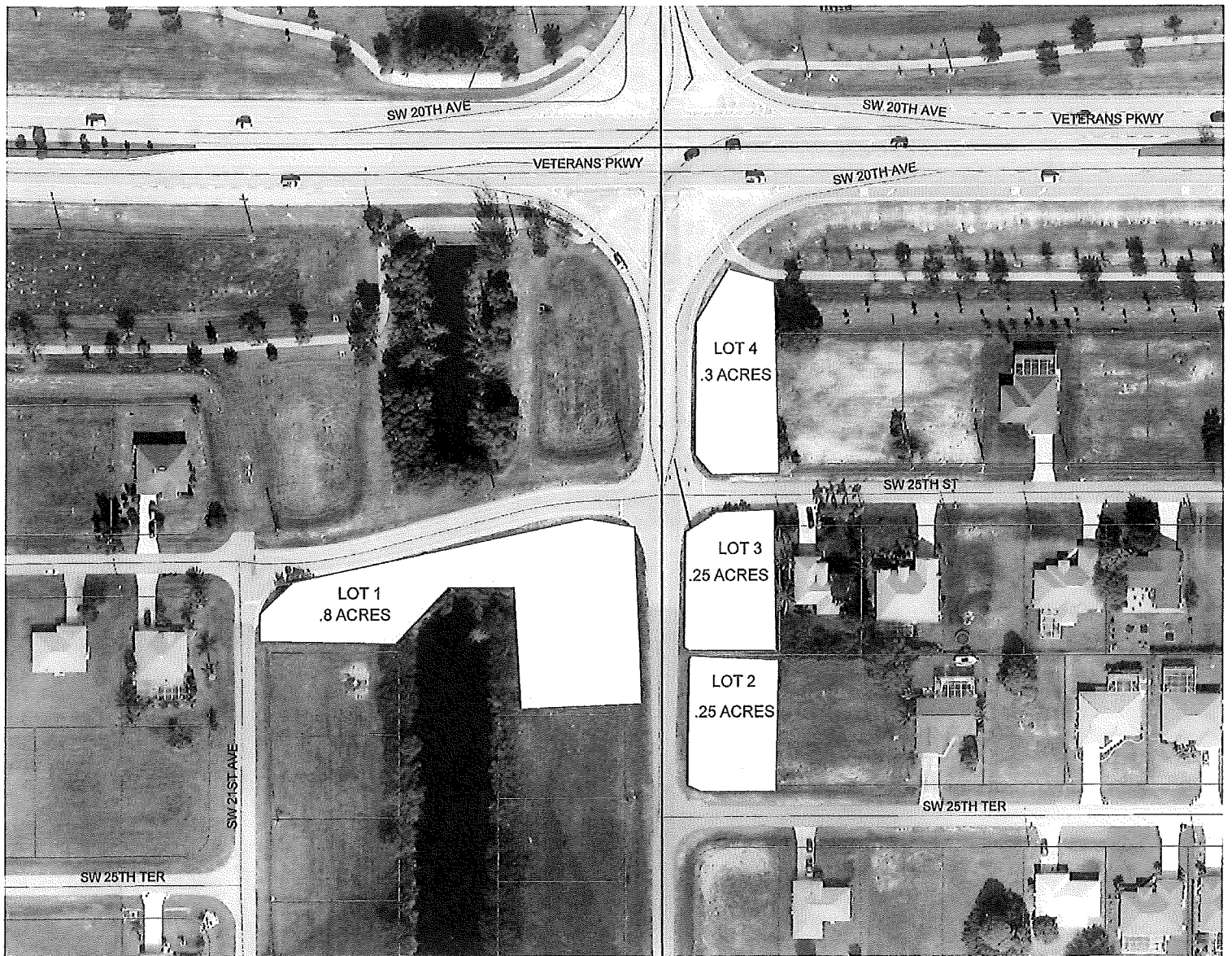
STATE OF _____
COUNTY OF _____

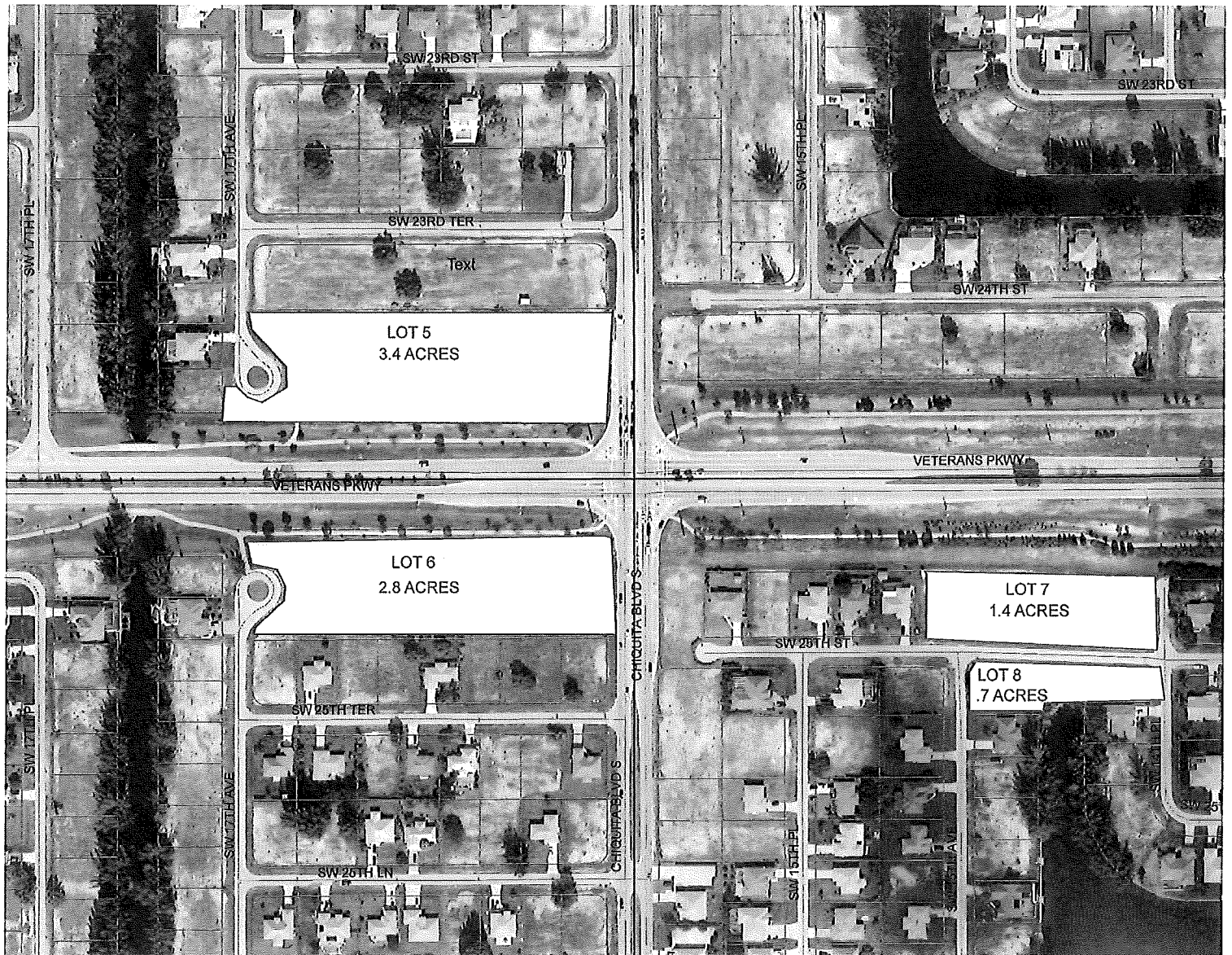
PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day
of _____, 2_____.

(NOTARY PUBLIC)

My Commission Expires: _____



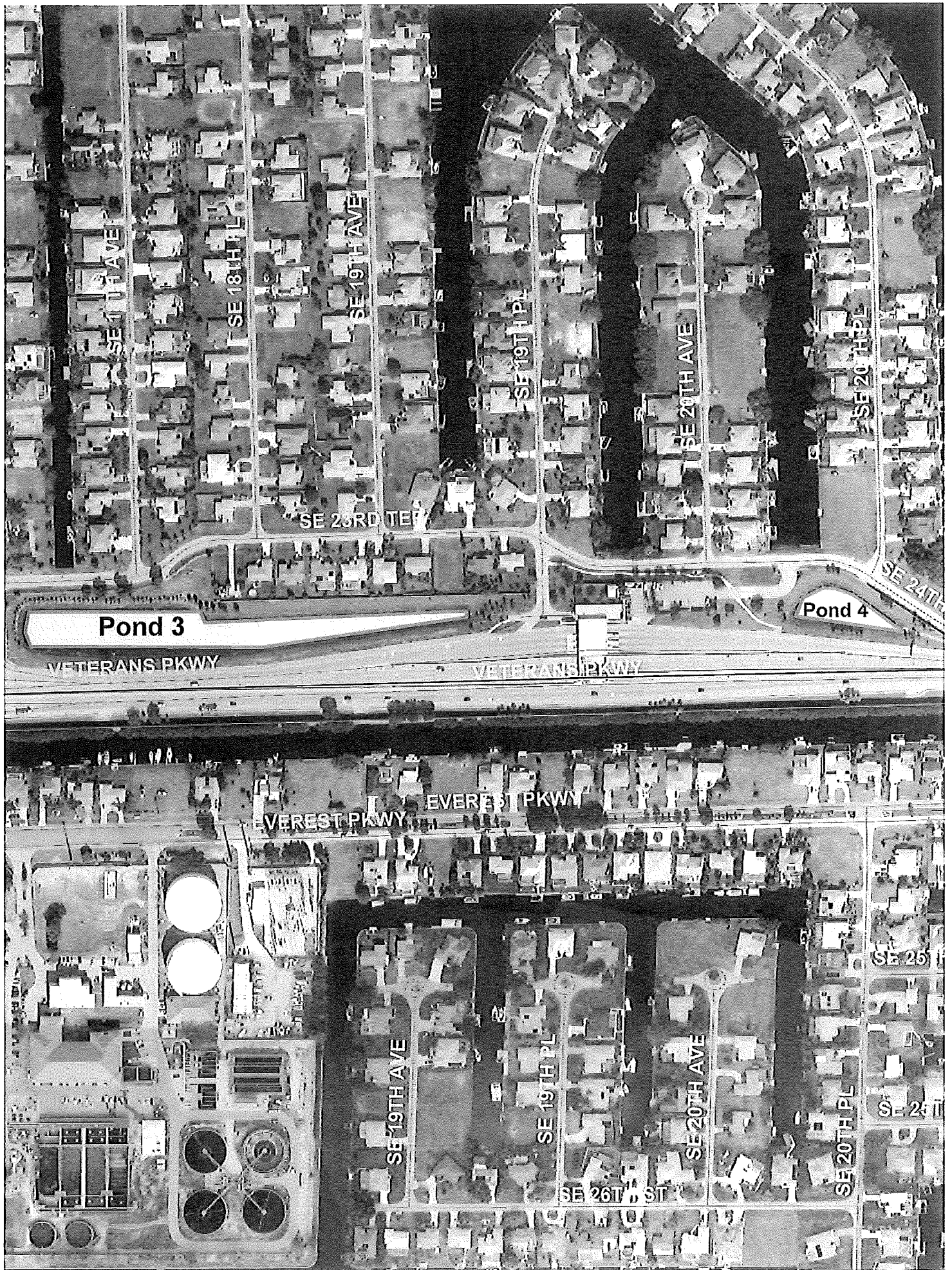












**Cut along the outer border and affix this label to
your sealed solicitation envelope to identify it as
a "Sealed Submission/Proposal".**

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION No.:	RFP170225KLC
SOLICITATION TITLE:	Landscape Maintenance and Mowing for DOT
DATE DUE:	Tuesday, September 19, 2017
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	 (Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 1500 Monroe 4 th Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



Lee County Procurement Management
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901
(239) 533-8881
www.leegov.com/procurement

PLEASE PRINT CLEARLY