



PROJECT NO.: B-150106

OPEN DATE: MARCH 17, 2015

AND TIME: 2:30 P.M.

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

PRE-BID DATE: FEBRUARY 25, 2015

AND TIME: 10:00A.M.

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

# REQUEST FOR BID

## TITLE:

MOWING AND MAINTENANCE FOR DOT  
ROADWAYS

(STEP ONE – QUALIFICATIONS)

Advertised Date: FEBRUARY 13, 2015

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

### ADDRESS

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

### PROCUREMENT CONTACT:

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

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

VENDORS...

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

IT IS THE COUNTY'S POLICY TO START PRE-BIDS PROMPTLY AT THE TIME LISTED ON THE COVER PAGE OF THE SOLICITATION – IN THIS CASE: **10:00 A.M. ON FEBRUARY 25, 2015.**

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

SHOULD YOU HAVE ANY QUESTIONS PLEASE CONTACT ME AT 239-533-5456.

## **INTRODUCTION**

### **OVERVIEW**

Lee County DOT Operations is accepting qualifications from companies interested in providing mowing services for various Lee County roadways.

### **TWO-STEP QUOTE PROCESS**

#### **NOTE:**

**\* PLEASE SUBMIT THE DOCUMENTS FOR STEPS ONE AND TWO TOGETHER ON THE PROJECT OPENING DATE.**

**\*PLEASE USE SEPARATE SEALED ENVELOPES MARKED “STEP ONE” & “STEP TWO”**

**FOR STEP ONE PLEASE SUBMIT ONE ORIGINAL DOCUMENT (PLEASE MARK THE ORIGINAL) AND FIVE COPIES. ALL OF STEP ONE MAY BE INCLUDED IN ONE ENVELOPE AND MARKED AS STEP ONE.**

**IN ANOTHER ENVELOPE PLEASE PUT STEP TWO DOCUMENTS (PLEASE MARK THE ORIGINAL) AND TWO COPIES AND MARK THE ENVELOPE AS STEP TWO.**

Lee County is utilizing a two-step process to evaluate the qualifications of quoters and allow only qualified companies to have their pricing opened and considered under Step Two.

\*Step One will require interested vendors to submit the qualifications of their company.

\*In Step Two, only those companies qualified in Step One will be eligible to have their pricing opened and considered.

### **STEP ONE - REQUEST FOR QUALIFICATIONS**

In Step One, please submit all requested information to the Lee County Division of Procurement, 1825 Hendry Street, 3<sup>rd</sup> Floor, Fort Myers, FL 33901, before the deadline given on the cover of this solicitation. Qualifications received after this date and time will not be accepted.

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

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

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

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

**GENERAL CONDITIONS**

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

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

1. **SUBMISSION OF BID:**

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

late delivery, etc.). Poor or unacceptable past performance may result in bidder disqualification.

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

2. **ACCEPTANCE**

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

3. **SUBSTITUTIONS**

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

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

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

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

service and upon the request of the County will provide copies of licenses and/or permits within 10 calendar days after request.

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

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

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

6. **PRE-BID CONFERENCE**

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

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

7. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

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

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

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

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

8. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/quote/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/quote/proposal, must file a written "Notice of Intent to File a Protest" with the Lee County

Procurement Management Director not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of the County's "Notice of Intended Decision" with respect to the proposed award of the formal bid/quote/proposal.

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

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

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

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

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

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

The Formal Written Protest shall contain the following:

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



- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

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

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

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

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

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

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

**“FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY**

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.”**

9. **PUBLIC ENTITY CRIME**

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

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

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

11. **MATERIAL SAFETY DATA SHEETS**

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

12. **MISCELLANEOUS**

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

13. **WAIVER OF CLAIMS**

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

14. **AUTHORITY TO PIGGYBACK**

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

15. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

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

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

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

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

d) **Anti-Discrimination**

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

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

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

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

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

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

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

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

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

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

16. **AUDITABLE RECORDS**

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

17. **DRUG FREE WORKPLACE**

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

18. **REQUIRED SUBMITTALS**

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

19. **TERMINATION**

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

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

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

20. **CONFIDENTIALITY**

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

21. **ANTI-LOBBYING CLAUSE**

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

22. **INSURANCE (AS APPLICABLE)**

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

23. **CONFLICT OF INTEREST**

All firms are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22:

The County is prohibited from soliciting 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:

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 contractor/consultant or a prominent member of the team, cannot be selected or retained, as the primary contractor/consultant or a named member of the contracting/consulting team, to perform project design, engineering, or construction services for subsequent phases or scopes of work for this project. Pursuant to FS. S. 287.057(17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.

Should your response 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 submittal from consideration for this project.

**LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR  
MOWING AND MAINTENANCE FOR DOT ROADWAYS**

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

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

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

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

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

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

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

**IN ORDER FOR YOUR QUOTATION TO BE CONSIDERED, VENDORS SHOULD COMPLETE AND RETURN PAGES 14, 15, 19, 20, 21, 22, 29, 30, 31, 32, 33, 34, 35, 36, 37, 42 and 43.**

ANTI-COLLUSION STATEMENT

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER:

\_\_\_\_\_

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

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



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

**SCOPE**

The intent of this quote is to provide median and roadside landscape maintenance and mowing and Palm Frond pick-up for the following Lee County sites: US 41 from Corkscrew Rd. to San Carlos Blvd., Plantation Ext from Idlewild Dr. to Colonial Blvd., Estero Pkwy Ext from Three Oaks Pkwy. To Ben Hill Griffen Pkwy (completed on or about July 2015) , Summerlin Rd. from Boy Scout Dr. to Colonial Blvd. and Six Mile Cypress Pkwy. from Daniels Pkwy to Colonial Blvd (completed on or about July 2015).

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.

**TERM OF AWARD**

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

**TWO-STEP QUOTATION PROCESS**

Lee County is utilizing a two-step process to evaluate the qualifications of quoters and allow only qualified companies to have their pricing opened and considered under Step Two. Please see “Introduction” on page one of this specification package for a detailed explanation of this process.

**Step One will require interested vendors to submit the qualifications of their company; this process involves the completion and return of pages 14, 15, 19, 20, 21, 22, 29, 30, 31, 32, 33, 34, 35, 36, 37, 42 and 43.**

**In Step Two only those companies qualified in Step One will be eligible to have their pricing opened and considered.**

**STEP ONE – REQUEST FOR QUOTATIONS - QUALIFICATIONS**

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

## STEP TWO – REQUEST FOR QUOTATIONS – PRICES

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

## MAJOR BREAKDOWNS/NATURAL DISASTERS

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

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

## DESIGNATED CONTACT

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

## AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

## SUB-CONTRACTORS

The use of sub-contractors under this quote is not allowed without prior written authorization from the County representative.

## AGREEMENTS/CONTRACTS

The awarded vendor 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.lee-county.com/gov/dept/ProcurementManagement/contracts/Pages/Forms.aspx> .

REQUIRED SUBMITTALS

1. Criteria One - Company History
2. Criteria Two – Licensing and Certifications
3. Criteria Three - Insurance Requirements(Certificate or letter from your insurance company stating that you can obtain the required insurance)
4. Criteria Four - Performance Bond (A letter from a surety company stating that you are approved for the bond and can obtain it within twenty-one calendar days from receiving the written notice of award).
5. Criteria Five - Experience and References
6. Criteria Six – Equipment – Owned or leased
7. Step Two



**CRITERIA TWO – LICENSING AND CERTIFICATE REQUIREMENTS**

**1. PESTICIDE LICENSES**

Provide proof of a State of Florida pesticide Natural Area and Right of Way license or a Commercial Applicator License for all those that will be working on the various projects. Please provide copies of all employees' licenses. You must have a Pesticide license at the time that your bid is submitted.

In the event of an award, a Material Safety Data Sheet in compliance with the standards set forth in the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (H.C.S.), 29 CFR 1910, 1200, shall be provided.

<u>NAME</u>	<u>TYPE OF LICENSE</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



**3. CERTIFICATE OF TRAINING BEST MANAGEMENT PRACTICES**

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

NAME

CERTIFICATE NUMBER

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**CRITERIA THREE– INSURANCE REQUIREMENTS**

A certificate or letter from your insurance company stating that you can obtain the required insurance is all that is required until the bid is awarded.

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

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

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

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

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

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

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

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

\*The required minimum limit of liability shown in a; b; c; may be provided in the form of

“Excess Insurance” or “Commercial Umbrella Policies.” In which case, a “Following Form



Endorsement” will be required on the “Excess Insurance Policy” or “Commercial Umbrella Policy.”

**Verification of Coverage:**

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

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

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

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

**CRITERIA FOUR- PERFORMANCE BOND**

**NOTE: REQUIRED SUBMITTAL**

**Please include a letter from your bonding company stating that you can qualify for the bond and will be able to obtain the bond within the twenty-one calendar days from the date of Written Notice of Award.**

**If your total bid is under \$100,000 we will not require a bond.**

**If you are awarded a section of the bid that is under \$100,000 you will not have to furnish a bond.**

**If you are awarded more than one section and they total over a \$100,000 then you must furnish us with a bond.**

**PERFORMANCE BOND**

A performance bond in the amount of 100% of the one year contract amount will be required by the successful quoter of this contract. The performance bond shall be issued by the successful quoter within twenty-one calendar days from date of Written Notice of Award. A surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida shall be required from the successful quoter. This shall insure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the successful quoter's performance under such contract.

Only the form provided with the contract documents will be accepted.

**QUALIFICATIONS OF SURETY COMPANIES**

In order to be acceptable to the County, a surety company issuing quotation guaranty bonds or performance bonds in the amount listed, called for herein, shall meet and comply with the following minimum standards:

All Sureties for Lee County projects must be admitted to do business in the State of Florida and shall comply with the provisions of Florida Statute 255.05.

Attorneys-in-fact who sign bid bonds or performance bonds for Lee County projects must file with such bond a certified copy of their Power of Attorney to sign such bond.

Agents of surety companies must list their name, address and telephone number on all bonds.

The life of the bond provided to Lee County shall extend for the term of the contract.

To be acceptable to the Owner as Surety on projects not in excess of \$500,000.00, Surety shall comply with these minimum provisions of State Statute 287.0935 as follows:

Surety must have twice the minimum surplus and capital required by Florida Insurance Code at the time of bid solicitation.

Surety must be in compliance with all provisions of the Florida Insurance Code and hold a currently valid certificate of authority issued by the United States Department of the Treasury under SS.31 U.S.C. 9304-9308.

Sureties on projects in excess of \$500,000.00 shall comply with the above minimum provisions as well as being rated through A.M. Best shall comply with the following provisions:

The Surety shall be rated as "A-" or better as to General Policyholders Rating and Class VII or better as to financial category by the most current Best's Key Rating Guide, published by A.M. Best Company.

Surety must have fulfilled all of its obligations on all other bonds previously given to the County. Surety must have a minimum underwriting limitation of \$5,000,000 published in the latest

edition of the Federal Register for Federal Bonds (U.S. Dept. of Treasury).

BOND NO.: \_\_\_\_\_

**PERFORMANCE BOND**

I. KNOW ALL MEN BY THESE PRESENTS: That (Name, Full Address & Phone # of Awardee), the Service Provider, as Principal, and \_\_\_\_\_, Surety, located at:

\_\_\_\_\_  
(Business Address)

are held and firmly bound unto the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, P O Box 398, Fort Myers, FL 33901, (941) 689.7385, a Political Subdivision of the State of Florida, as Obligee in the sum of (Amount of Bond Written in Words) (\$ \_\_\_\_\_ ) Dollars,

**lawful money of the United States, for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these presents.**

II. WHEREAS, Principal has entered into that certain contract (hereinafter "the Contract") dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with Obligee for: Legal Description - (Legal Description, of Project including Strap #), who's address is (Project Address) for the project known as (Bid # and Full Project Title), in accordance with the conditions and provisions further described in the aforementioned contract, which is by reference made a part hereof.

III. THE CONDITIONS OF THIS BOND are that if Principal:

1. Fully, promptly, and faithfully performs the contract at the times and in the manner prescribed in the contract, and
2. Promptly makes payments to all claimants, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Obligee any and all losses, damages, costs and attorney's fees that Obligee sustains because of any default by Principal under the contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
4. Performs the guarantee of all work and materials furnished under the contract applicable to the work and materials, then this bond is void; otherwise it remains in full force.
5. The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligation under this bond, and it does hereby waive notice of any such changes, extension of time, alterations or additions to the terms of the Contract or to work or to the specifications.
6. In no event shall the Surety be liable in the aggregate to Obligee for more than the penalty of its performance bond regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Signature (Principal)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title of Person Signing Above

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

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

The foregoing instrument was signed and acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_  
(Print or Type Name)

who has produced \_\_\_\_\_  
(Type of Identification and Number)  
as identification.

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

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

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

BY: \_\_\_\_\_

As Attorney in Fact (Attach Power)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Agency Mailing Address

\_\_\_\_\_  
Agency Telephone Number

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

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

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

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

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

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

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

**CRITERIA FIVE – EXPERIENCE AND REFERENCES**

The vendor should have a minimum of 3 years experience in maintenance and mowing of roadways in Florida. Please provide us with a minimum of at least three (3) references. The services provided to these clients should have characteristics as similar as possible to those we are requesting. Please include:

Project description and work specifications, names and telephone numbers of people related to the job and familiar with your work and date of service. Please include the dollar amount.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your proposal.

**REFERENCE #1**

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

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

\_\_\_\_\_

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

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

E-mail address: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

**REFERENCE #2**

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

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

\_\_\_\_\_

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

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

E-mail address: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

**REFERENCE #3**

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

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

\_\_\_\_\_

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

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

E-mail address: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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



**REFERENCE #4**

Please list any Lee County BOCC departments that you have done work for:

Department: \_\_\_\_\_

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

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

E-mail address: \_\_\_\_\_

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

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

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

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

Please list any Lee County BOCC departments that you have done work for:

Department: \_\_\_\_\_

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

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

E-mail address: \_\_\_\_\_

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

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

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

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

Please list any Lee County BOCC departments that you have done work for:

Department: \_\_\_\_\_

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

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

E-mail address: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Please list any Lee County BOCC departments that you have done work for:

Department: \_\_\_\_\_

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

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

E-mail address: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Please list any Lee County BOCC departments that you have done work for:

Department: \_\_\_\_\_

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

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

E-mail address: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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



**THE FOLLOWING PAGES ARE SAMPLES OF FORMS THAT WILL BE UTILIZED BY LEE COUNTY IN EVALUATION OF THIS QUOTATION. THEY ARE PROVIDED FOR VENDOR'S INFORMATION ONLY.**  
\*\*\*\*\*

**REFERENCE CHECK FOR STEP ONE:  
LANDSCAPE MAINTENANCE FOR DOT ROADWAYS**

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

1. Has this vendor provided mowing and landscape maintenance for medians and roadways for your facility?

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

2. How long have they provided this mowing for your facility?

\_\_\_\_\_

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

\_\_\_\_\_

4. Approximately how large is the area serviced? How many miles?

\_\_\_\_\_

5. Did the vendor have the proper equipment to do the job?

\_\_\_\_\_

6. Did the vendor have sufficient help to complete the job?

\_\_\_\_\_

7. Does the vendor complete the job in a reasonable amount of time?

\_\_\_\_\_

8. How would you rate the vendor's response time to your requests?

Excellent \_\_\_\_\_ Satisfactory \_\_\_\_\_ Poor \_\_\_\_\_

9. Has the vendor ever started a job and not completed it?

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





15. Would you recommend contracting with this vendor?

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

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OVERALL COMMENTS:

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NAME OF REFERENCE CALLED:

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

**EVALUATION SHEET FOR:  
STEP ONE – MOWING FOR DOT ROADWAYS**

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

**CRITERIA ONE – COMPANY HISTORY**

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

**CRITERIA TWO – CERTIFICATIONS**

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

**CRITERIA THREE – INSURANCE REQUIREMENTS**

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

**CRITERIA FOUR – PERFORMANCE BOND**

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

**CRITERIA FIVE – EXPERIENCE AND REFERENCES**

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

**CRITERIA SIX – EQUIPMENT – OWNED OR LEASE**

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

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



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

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

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

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

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

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

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

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

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

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

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

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

AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS

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

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

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

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

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

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

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

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

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

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

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

The signee of this Affidavit 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.**

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

**IMPORTANT:** Please check off each of the following items as the necessary action is completed:

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

Lee County Procurement Mgmt.  
1825 Hendry St 3<sup>rd</sup> Floor  
Ft. Myers, FL 33901

- \_\_\_\_\_ 18. The mailing envelope **MUST** be sealed and marked with:  
Solicitation Number  
Opening Date and/or Receiving Date
- \_\_\_\_\_ 19. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)

**\*\*This form is not required to be returned with your solicitation, but used as a tool when responding to the solicitation**





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

PROJECT NO.: B-150106

OPEN DATE: MARCH 17, 2015

AND TIME: 2:30 P.M.

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

PRE-BID DATE: February 25, 2015

AND TIME: 10:00 A.M.

LOCATION: PROCUREMENT MANAGEMENT  
1825 HENDRY ST. 3<sup>RD</sup> FLOOR  
FORT MYERS, FLORIDA 33901

# REQUEST FOR BID

## **TITLE:**

**MOWING & MAINTENANCE FOR DOT  
(STEP TWO – PRICING)**

Advertised Date: FEBRUARY 13, 2015

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

### **ADDRESS**

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

### **PROCUREMENT CONTACT:**

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

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

VENDORS...

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

IT IS THE COUNTY'S POLICY TO START PRE-BIDS PROMPTLY AT THE TIME LISTED ON THE COVER PAGE OF THE SOLICITATION – IN THIS CASE: **10:00 A.M. ON FEBRUARY 25, 2015.**

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

SHOULD YOU HAVE ANY QUESTIONS PLEASE CONTACT ME AT 239-533-5456.



## **INTRODUCTION**

### **OVERVIEW**

Lee County DOT Operations is accepting qualifications from companies interested in providing mowing services for various Lee County roadways.

### **TWO-STEP QUOTE PROCESS**

#### **NOTE:**

**\* PLEASE SUBMIT THE DOCUMENTS FOR STEPS ONE AND TWO TOGETHER ON THE PROJECT OPENING DATE.**

**\*PLEASE USE SEPARATE SEALED ENVELOPES MARKED “STEP ONE” & “STEP TWO”**

**FOR STEP ONE PLEASE SUBMIT ONE ORIGINAL DOCUMENT (PLEASE MARK THE ORIGINAL) AND FIVE COPIES. ALL OF STEP ONE MAY BE INCLUDED IN ONE ENVELOPE AND MARKED AS STEP ONE.**

**IN ANOTHER ENVELOPE PLEASE PUT STEP TWO DOCUMENTS (PLEASE MARK THE ORIGINAL) AND TWO COPIES AND MARK THE ENVELOPE AS STEP TWO.**

Lee County is utilizing a two-step process to evaluate the qualifications of quoters and allow only qualified companies to have their pricing opened and considered under Step Two.

\*Step One will require interested vendors to submit the qualifications of their company.

\*In Step Two, only those companies qualified in Step One will be eligible to have their pricing opened and considered.

### **STEP ONE - REQUEST FOR QUALIFICATIONS**

In Step One, please submit all requested information to the Lee County Division of Procurement, 1825 Hendry Street, 3<sup>rd</sup> Floor, Fort Myers, FL 33901, before the deadline given on the cover of this solicitation. Qualifications received after this date and time will not be accepted.

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

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

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

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

## GENERAL CONDITIONS

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

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

### 1. SUBMISSION OF BID:

- a. Bids must be sealed in an envelope, and the outside of the envelope must be marked with the following information:
  1. Marked with the words “Sealed Bid”
  2. Name of the firm submitting the bid
  3. Title of the bid
  4. Bid number
  
- b. The Bid must be submitted in duplicate as follows:
  1. The original consisting of the Lee County bid forms completed and signed, and where applicable corporate and/or notary seals attached.
  2. A copy of the original bid forms for the Director.
  
- c. The following must be submitted along with the bid in a separate envelope. This envelope must be marked as described above, but instead of marking the envelope as “Sealed Bid”, please indicate the contents; i.e., literature, drawings, submittals, etc. This information must be submitted in duplicate.
  1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your bid; i.e., required submittals, literature, technical data, financial statements.
  2. Warranties and guarantees against defective materials and workmanship.
  
- d. **BIDS RECEIVED LATE:** It is the bidder’s responsibility to ensure the bid is received by the Division of Procurement Management prior to the opening date and time specified. Any bid received after the opening date and time will be promptly returned to the bidder unopened. Lee County will not be responsible for bids received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
  
- e. **BID CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
  
- f. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in bidder disqualification.
  
- g. **WITHDRAWAL OF BID:** No bid may be withdrawn for a period of 90 days after the scheduled time for receiving bids. A bid may be withdrawn prior to the bid-opening date and time. Such a request to withdraw must be made in writing to the Director, who will approve or disapprove of the request.

- h. **COUNTY RESERVES THE RIGHT:** The County reserves the right to exercise its discretion, to waive minor informalities in any bid; to reject any or all bids with or without cause; and/or to accept the bid that in its judgment will be in the best interest of the County of Lee.
- i. **EXECUTION OF BID:** All bids shall contain the signature of an authorized representative of the bidder in the space provided on the quote proposal form. All bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bid shall be initialed.

2. **ACCEPTANCE**

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

3. **SUBSTITUTIONS**

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

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

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

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

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

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

6. **PRE-BID CONFERENCE**

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

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

7. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

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

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

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

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

8. **LEE COUNTY BID PROTEST PROCEDURE**

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

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

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

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

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

costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

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

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

The Formal Written Protest shall contain the following:

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

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

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

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

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

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

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

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

9. **PUBLIC ENTITY CRIME**

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

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

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

11. **MATERIAL SAFETY DATA SHEETS**

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

12. **MISCELLANEOUS**

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

13. **WAIVER OF CLAIMS**

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

14. **AUTHORITY TO PIGGYBACK**

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

15. **COUNTY RESERVES THE RIGHT**a) **State Contract**

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

b) **Any Single Large Project**

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

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

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

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

d) **Anti-Discrimination**

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

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

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

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

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

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

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

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

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

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

16. **AUDITABLE RECORDS**

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

17. **DRUG FREE WORKPLACE**

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

18. **REQUIRED SUBMITTALS**

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



19. **TERMINATION**

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

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

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

20. **CONFIDENTIALITY**

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

21. **ANTI-LOBBYING CLAUSE**

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

22. **INSURANCE (AS APPLICABLE)**

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

23. **CONFLICT OF INTEREST**

All firms are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22:

The County is prohibited from soliciting 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:

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 contractor/consultant or a prominent member of the team, cannot be selected or retained, as the primary contractor/consultant or a named member of the contracting/consulting team, to perform project design, engineering, or construction services for subsequent phase s or scopes of work for this project.

Pursuant to FS. S. 287.057(17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.

Should your response 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 submittal from consideration for this project.

LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR  
MOWING & MAINTENANCE FOR DOT

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

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

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

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

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

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

**GRAND TOTAL (AREAS 1 -5) \$ \_\_\_\_\_**

**AREA 1: U.S. 41**  
(CORKSCREW RD. TO SAN CARLOS BLVD.)

LANDSCAPE MAINTENANCE:

\$ \_\_\_\_\_ PER MONTH TOTAL X 12 MONTHS = \$ \_\_\_\_\_ TOTAL

MOWING:

\$ \_\_\_\_\_ PER CYCLE TOTAL X 21 CYCLES = \$ \_\_\_\_\_ TOTAL

**AREA 1: \$ \_\_\_\_\_ TOTAL**

**AREA 2: PLANTATION EXTENSION**  
(IDLEWILD DR. TO COLONIAL BLVD.)

LANDSCAPE MAINTENANCE:

\$ \_\_\_\_\_ PER MONTH TOTAL X 12 MONTHS = \$ \_\_\_\_\_ TOTAL

MOWING:

\$ \_\_\_\_\_ PER CYCLE TOTAL X 21 CYCLES = \$ \_\_\_\_\_ TOTAL

**AREA 2: \$ \_\_\_\_\_ TOTAL**

**AREA 3: ESTERO PARKWAY EXT.**

(THREE OAKS PARKWAY TO BEN HILL GRIFFIN PARKWAY)

LANDSCAPE MAINTENANCE:

\$ \_\_\_\_\_ PER MONTH TOTAL X 12 MONTHS = \$ \_\_\_\_\_ TOTAL

MOWING:

\$ \_\_\_\_\_ PER CYCLE TOTAL X 21 CYCLES = \$ \_\_\_\_\_ TOTAL

**AREA 3: \$ \_\_\_\_\_ TOTAL**

**AREA 4: BEN C. PRATT/SIX MILE CYPRESS PARKWAY**

(DANIELS PARKWAY TO COLONIAL BLVD.)

LANDSCAPE MAINTENANCE:

\$ \_\_\_\_\_ PER MONTH TOTAL X 12 MONTHS = \$ \_\_\_\_\_ TOTAL

MOWING:

\$ \_\_\_\_\_ PER CYCLE TOTAL X 21 CYCLES = \$ \_\_\_\_\_ TOTAL

**AREA 4: \$ \_\_\_\_\_ TOTAL**

**AREA 5: SUMMERLIN RD.**

(BOY SCOUT DR. TO COLONIAL BLVD.)

LANDSCAPE MAINTENANCE:

\$ \_\_\_\_\_ PER MONTH TOTAL X 12 MONTHS = \$ \_\_\_\_\_ TOTAL

MOWING:

\$ \_\_\_\_\_ PER CYCLE TOTAL X 21 CYCLES = \$ \_\_\_\_\_ TOTAL

**AREA 5: \$ \_\_\_\_\_ TOTAL**

**GRAND TOTAL AREAS (1 – 5)**

**\$ \_\_\_\_\_**

**OPTION 1:**

LABOR RATE PER HOUR TO REMOVE AND REPLACE TREES AND SHRUBS (LEE COUNTY, AT ITS DISCRETION MAY PROVIDE TREES AND SHRUBS).

TREES \$ \_\_\_\_\_

SHRUBS \$ \_\_\_\_\_

**OPTION 2:**

MULCHING: (PLEASE REFER TO ROUTINE MAINTENANCE: MULCHING FOR INTERVALS)

**AREA 1:**

MULCH ONLY – NO LABOR

\$ \_\_\_\_\_ PER EVENT

LABOR ONLY

\$ \_\_\_\_\_ PER EVENT

**AREA 2:**

MULCH ONLY – NO LABOR

\$ \_\_\_\_\_ PER EVENT

LABOR ONLY

\$ \_\_\_\_\_ PER EVENT

**AREA 3:**

MULCH ONLY – NO LABOR

\$ \_\_\_\_\_ PER EVENT

LABOR ONLY

\$ \_\_\_\_\_ PER EVENT

**AREA 4:**

MULCH ONLY – NO LABOR

\$ \_\_\_\_\_ PER EVENT

LABOR ONLY

\$ \_\_\_\_\_ PER EVENT

**AREA 5:**

MULCH ONLY – NO LABOR

\$ \_\_\_\_\_ PER EVENT

LABOR ONLY

\$ \_\_\_\_\_ PER EVENT

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

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

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

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

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

Address:

\_\_\_\_\_

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

Are there any modifications to the bid or specifications:

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

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

**MODIFICATIONS:**

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

ANTI-COLLUSION STATEMENT

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS  
FOR  
MOWING & MAINTENANCE FOR DOT**

**SCOPE**

The intent of this quote is to provide median and roadside landscape maintenance and mowing and Palm Frond pick-up for the following Lee County sites: US 41 from Corkscrew Rd. to San Carlos Blvd., Plantation Ext from Idlewild Dr. to Colonial Blvd., Estero Pkwy Ext from Three Oaks Pkwy. To Ben Hill Griffen Pkwy (completed on or about July 2015) , Summerlin Rd. from Boy Scout Dr. to Colonial Blvd. and Six Mile Cypress Pkwy from Daniels Pkwy to Colonial Blvd (completed on or about July 2015).

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.

**TERM OF AWARD**

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

**MAJOR BREAKDOWNS/NATURAL DISASTERS**

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

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

**DESIGNATED CONTACT**

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

**BASIS OF AWARD**

The basis of award for this quote will be low quoter per area or overall (Grand Total Areas 1 – 5) meeting all specification requirements.



Lee County reserves the right, at the County's discretion, to award to either one single vendor or to multiple vendors.

Lee County reserves the right, at its discretion, to limit the number of areas awarded to any single vendor to (2). The intent of this is to ensure that vendors are able to adequately maintain the areas which they are awarded. Prior to making any future awards under other mowing quotes, the County also reserves the right to consider the number of areas the vendor may have already been awarded and base future awards on the vendor's performance in maintaining what they are currently awarded.

The awarded vendor(s) understand that the County reserves the right to adjust the number of cycles or terminate this agreement at any time as best serves the needs of Lee County.

Lee County reserves the right to change such parameters as frequency of service; as well as add or delete services such as mowing, mulching, or adding, deleting or adjusting only certain areas to be serviced, etc. Further, the County may, at any time, choose to supply its own mulch for the awarded vendor to pick-up and apply.

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

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

If a segment of this quote should begin maintenance at any other time than the beginning of a monthly cycle, the first invoice for maintenance of that segment shall be paid on a pro-rated basis.

#### TERMINATION

Both the vendor and the County have the right to terminate a contract/agreement awarded under this solicitation upon 30 days written notice delivered to the other party. The County reserves the right to accept or reject a termination notice submitted by the vendor and no such termination notice submitted by the vendor; no termination notice submitted by the vendor will become effective unless and until the vendor is notified in writing by the County of its acceptance.

If a complaint is filed with respect to the awarded vendor under this Quote/Contract, both Procurement Management and the County-Department will meet with the vendor and provide an opportunity for the vendor to resolve the issue. If the vendor fails to resolve the issue to the County's satisfaction within three months after notice of the complaint, then the County, through its Procurement Management Director, has the right and authority to terminate the vendor's services, without recourse to the vendor for payments related to the unfinished work under the contract/award. If a termination occurs under this provision, the vendor will be barred from bidding on a County project for a period of one year from the date of termination.

Any vendor, who has voluntarily withdrawn from a formal quote/proposal without the County's mutual consent during the contract period, shall be barred from further County procurement for a period of 180 days.

#### CONSUMER PRICE INDEX ADJUSTMENT

Offers are submitted with the understanding that no price increases will be authorized for 365 calendar days after the effective date of the contract.

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

#### SUB-CONTRACTORS

The use of sub-contractors under this quote is not allowed without prior written authorization from the County representative.

### LOCAL BIDDER'S PREFERENCE

Note: In order for your firm to be considered for the local vendor preference, you must complete and return the attached "Local Vendor Preference Questionnaire" with your quotation.

The Lee County Local Bidder's Preference Ordinance No. 08-26 is being included as part of the award process for this project. As such, Lee County at its sole discretion, may choose to award a preference to any qualified "Local Contractor/Vendor" in an amount not to exceed 3 % of the total amount quoted by that firm.

"Local Contractor / Vendor" shall mean: a) any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee/Collier County, Florida; or b) any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive three (3) years, and that has the personnel, equipment and materials located within the boundaries of Lee/Collier County sufficient to constitute a present ability to perform the service or provide the goods.

The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and fitness of all persons, firms, partnerships, companies or corporations submitting formal bids or formal quotes in any procurement for goods or services when making an award in the best interests of the County.

### AGREEMENTS/CONTRACTS

The awarded vendor 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.lee-county.com/gov/dept/ProcurementManagement/contracts/Pages/Forms.aspx>.

### **AREA 1: U.S. 41**

(Corkscrew Rd. to San Carlos Blvd.)

Mowing and maintenance to include:

- Medians
- Around pump station located in the retention pond in the west ROW south of Broadway
- Retention pond in the west ROW near Corkscrew Rd.

Maintenance segment length – Approximately 2.5 miles

### **AREA 2: PLANTATION EXTENSION**

(Idlewild Dr. to Colonial Blvd.)

Mowing and maintenance to include:

- Medians
- Roadsides
- Sidewalk, curb and gutter weed control/debris removal

- Retention ponds in east ROW
- Around pump station
- Lot at the north east corner of Plantation Rd. and Idlewild Dr.

Maintenance segment length – Approximately 1.25 miles

**AREA 3: ESTERO PARKWAY EXT.**

(Three Oaks Pkwy. To Ben Hill Griffin Pkwy.)

Mowing and maintenance to include:

- Medians
- Roadsides (including mowable areas on the south side of the bridge east and west of I-75)
- Sidewalk, curb and gutter weed control/debris removal
- Retention ponds in north ROW
- Around pump station in the east ROW on Three Oaks Pkwy. Just south of Estero Pkwy. Ext.

Maintenance segment length – Approximately 1 mile

**AREA 4: BEN C. PRATT/ SIX MILE CYPRESS PARKWAY**

(Daniels Pkwy. To Colonial Blvd.)

Mowing and maintenance to include:

- Medians
- Roadsides
- Multi-use path weed control/debris removal
- Around pump station in east ROW just north of Penzance Blvd.

Maintenance segment length – Approximately 5 miles

**AREA 5: SUMMERLIN RD.**

(Boy Scout Dr. to Colonial Blvd.)

Mowing and maintenance to include:

- Medians
- Roadsides
- Sidewalk, curb and gutter weed control/debris removal

Maintenance segment length – Approximately 1.1 miles

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

**SITE CHANGES**

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

Lee County reserves the right to delete or cancel any site at the quoted price.

Lee County reserves the right to add any site based on a mutually agree price to be negotiated between the vendor and an authorized Lee County representatives.

Lee County may at their sole discretion add or delete services such as mowing or maintenance at any site based on a mutually agreed price, to be negotiated between the vendor and an authorized Lee County representative.

Lee County may at their sole discretion add or delete sights based on a mutually agreed price, to be negotiated between the vendor and an authorized Lee County representative.

ASSIGNMENT OF THIS CONTRACT

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

WORKMANSHIP AND INSPECTION

The supervision of the performance of this quote 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.

EMERGENCY PHONE NUMBERS

Vendors must provide a list of emergency phone numbers to the County Representatives. 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, in the event of major breakdowns or natural disasters.

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 application, mulching, mowing, edging and if applicable irrigation checks and operation. Contact the County's representative and confirm the monthly work schedule. Contact the County Representative within 24 hours of schedule change.

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 (**Sunshine Locating Service 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. Properly maintain and protect existing utilities. 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 for the Contractor.

- C. The contractor shall videotape 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, curb, signs, and condition of existing sod and plants, including any damage such as weed eater blight. This videotape will be used to resolve any disputes. In the event that the site is not properly documented and could have reasonably been done and an issue arises, it will be assumed the contractor's 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. Videotapes shall be in the format that may be reviewed in any Digital USB or DVD recorder without adaptation.
- D. All vehicles and trailers shall have the contractor's name and business phone number clearly displayed during work hours.
- E. Contractors' personnel shall wear appropriate Personal Protective Equipment (PPE).
- F. 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.)
- G. The Contractor shall fully adhere to the Federal Occupational Safety and Health Act (OSHA)
- H. 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" 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.

REPORTING, INSPECTION AND CHECKLIST

- A. The Contractor shall complete the Checklist provided by the County Representative, upon each site visit. Lists shall be completed accurately and thoroughly, signed and dated and e-mailed or faxed (239-533-9446) to the County Representative within forty-eight (48) hours of each and every site visit. If this report is not received in a timely fashion verifying the completed work, the following month's payment shall be withheld. Post dating reports and submitting multiple inspections at one time will not be accepted.
- B. Onsite inspections will be conducted at the request of the County Representative and scheduled within five (5) working days of request.
- C. The Contractor shall meet with the County Representative on a set monthly schedule to discuss and remedy any field questions and or associated problems.

INITIAL SITE VISIT

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.

LANDSCAPE MAINTENANCE MATERIALS

- A. General: Maintenance materials shall meet or exceed the original quality of the site as documented on the Contractor's generated DVD or digital USB of the project. Submittals of samples and labels are required prior to use.

- B. 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.
- C. Replacement Plants: Conform to the type, species and Florida # 1 Grades and Standards and size to match existing plants. Replacement plants that are smaller or otherwise differ from the existing plants must have the prior approval of the County's representative.
- D. Mulch: Mulch shall be the same type and quality on site unless otherwise directed by County Representative.
- E. 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.

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:

A. MOWING

Mowing:

Mow all sod areas at a height of three to four inches (3"-4") with a rotary mower. Mowing consists of twenty-four (24) 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. 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 Landscape Maintenance Supervisor immediately. Any extra mowing charges submitted without prior approval will be denied.

St. Augustine grass 'Floritam' Maintenance:

Floritam sod shall be maintained at a length of 4" year round. Scalping of "Floritam" is not acceptable. Mower blades are to be kept sharp to ensure clean cutting. Mulching mower blades are preferred. Regular chemical application is required to control any insect or disease damage to the sod. Fertilize as needed to maintain a vigorous and healthy appearance.

[See attached Table 3. for a calendar guide to fertilizer application in South Florida. Apply fertilizer at rates listed under HIGH designation. When using a complete fertilizer, Phosphorous (P) levels are **NOT** to exceed 2%.]

Mowing and Edging Clean-up:

Roadway, 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. All curbs are to be cleaned of mulch debris with each visit to the site.

Litter Pick-up and Debris Removal (Mowed Areas):

Clean-up all litter, palm fronds and dead plant/tree material in tree rings and bed areas within the project limits during each site visit. 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 the site and 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 plant/tree material, 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 Landscape Maintenance Supervisor and report the event. The contractor will not be held responsible for the cleanup of illegal dumping.

Edging (Mowed Areas):

Edge bi-weekly adjacent to all walks, buildings, and trees within the limits of the project. Curbing shall be edged on an every other cycle interval. 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. Weed eaters shall not be used for trimming or edging purposes particularly around the trees.

**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**

B. LANDSCAPE MAINTENANCE

1. Weeding

Landscaped beds and mulched areas within the ROW shall be weed-free. Remove weeds and grasses from 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. When sod maintenance is not included, curbing, guttering, and bull noses contiguous with mulched areas shall be weed free.

Weeding may be done mechanically with weed eaters, by hand-pulling or chemically with non-selective herbicides. Weeds in mulched areas that obtain a height of six inches (6") shall be hand-pulled and disposed of offsite.

**NOTE: IF A CONCRETE 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.**

2. Weed Control:

Apply preventive weed control in the late fall, early spring, and as necessary using chemical means to prevent weeds and undesirable grasses. Apply spot treatments as necessary to control localized weed problems throughout the twelve - (12) month maintenance period. If there is a transition zone (see detail sheet) it must be maintained to no more than six inches (6") by the Contractor with the use of chemical herbicides.

3. Litter Pick-up and Debris Removal (Planted Areas):

Clean-up all litter, palm fronds and dead plant/tree material in tree rings and bed areas within the project limits during each site visit. 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 the site and 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 plant/tree material, 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 Landscape Maintenance Supervisor and report the event. The contractor will not be held responsible for the cleanup of illegal dumping.

4. Edging (Planted beds and edges along mowed areas):

Edging will be performed bi-weekly adjacent to all walks, buildings, and around all plant beds and trees within the limits of the project. Curbing shall be edged on an every other cycle interval. 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. Weed eaters shall not be used for trimming or edging purposes.

5. Mulching:

Mulch refers to any of the following: Pine Nuggets, Flori mulch or Pine Straw depending on the project location. The Contractor will refresh with the type and quality of mulch on site or as prescribed by the Landscape Maintenance Supervisor. The County reserves the right to substitute mulch type at any time during the contract.

Depending on site conditions at the time of initiating the contract, the Landscape Maintenance Supervisor may omit or add mulching intervals as deemed necessary to some of the areas. Not all areas have to be done. The County will determine when and how much of an area is to be mulched.

Mulch shall be applied to obtain the settled depth of three inches (3"). Mulch shall not be within 6" of the trunk of the tree and shall be applied to the drip line of trees and palms. Additional mulch shall be applied when deteriorated, at no additional cost to the county. In areas with Netafim drip tubing, all lines must be completely covered with mulch at all times. All irrigation hydrants shall be visible (exposed) above the finished grade of the mulch.

6. Ant Control:

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

7. Pruning:

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, this must be mechanically removed. County will be responsible for all structural tree pruning. All other tree pruning shall be the responsibility of Lee County DOT.

8. Tree staking and tree ring maintenance:

Restore tree rings as needed, 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 make the necessary repairs at the contractors cost. Staking shall be removed at the discretion of the Landscape Maintenance Supervisor.

9. Fertilizing:

Fertilizing of plants, shrubs and trees shall be the responsibility of Lee County DOT.

10. Disease and Insect Control:

Disease and Insect control (on plants, shrubs and trees) shall be the responsibility of Lee County DOT.

11. Structural Pruning:

All structural pruning on trees and palms shall be the responsibility of Lee County DOT.

12. Removal of Palm Fronds



All Palm Fronds must be removed by the vendor. We have many different types of palms such as Royals, Cabbage, Coconut etc. Please dispose of the palm fronds whenever necessary on every visit.

LANDSCAPE MAINTENANCE REPORT

- A. Complete The Landscape Maintenance Report provided by the County as described. Reports shall be e-mailed to the Landscape Maintenance Supervisor's office within forty-eight (48) hours after each site visit.

GUARANTEE AND REPLACEMENT

- A. When inspected landscape work does not comply with these DOT 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, or sod is 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.

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 original invoice shall be sent to:, Lee County DOT, 5560 Zip Drive, Fort Myers, Florida, 3390 Attn: Landscape Maintenance Supervisor. 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 and the cost per mow and the total for the month of \_\_\_\_\_. For the maintenance please list it the same way, the maintenance dates and the cost per maintenance and the total for the month of \_\_\_\_\_. Once the invoice has been approved by the department it can be processed for payment.

ATTACHMENT A

LOCAL VENDOR PREFERENCE QUESTIONNAIRE  
(LEE COUNTY ORDINANCE NO. 08-26)

Instructions: Please complete either Part A or B whichever is applicable to your firm

**PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN LEE/COLLIER COUNTY  
(Only complete Part A if your principal place of business is located within the boundaries of Lee/Collier County)**

1. **What is the physical location of your principal place of business that is located within the boundaries of Lee/Collier County, Florida?**

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

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

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

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

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LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

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

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

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

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LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

**IMPORTANT:** Please check off each of the following items as the necessary action is completed:

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

\_\_\_\_\_ 16. Local Bidder Preference Affidavit (if applicable)

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

Lee County Procurement Mgmt.  
1825 Hendry St 3<sup>rd</sup> Floor  
Ft. Myers, FL 33901

\_\_\_\_\_ 18. The mailing envelope **MUST** be sealed and marked with:  
Solicitation Number  
Opening Date and/or Receiving Date

\_\_\_\_\_ 19. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)

**\*\*This form is not required to be returned with your solicitation, but used as a tool when responding to the solicitation.**

