

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20020640

1. ACTION REQUESTED:

Approve the award of **Formal Quotation No.# Q-020361 Roadside Maintenance for Veterans Parkway** for the Lee County DOT to the low quoters per section meeting specifications; Section 1 - J.S. Lawn Care, Inc., Section 2 - James Kennedy Lawn Service, Section 3 - James Kennedy Lawn Service for the prices as circled on the attached Lee County Tabulation Sheet. This quote shall be in effect until December 31, 2002 and has the option of being renewed for three (3) additional one (1) year periods. Funding will come from the individual department or division budget whom will be responsible for monitoring their individuals expenditures.

WHY ACTION IS NECESSARY:

The expenditures for this project necessitates the use of a formal written quotation as outlined pursuant to Section 9 of the Lee County Purchasing and Payment Procedures Manual as approved by the board on 3/21/00.

WHAT ACTION ACCOMPLISHES:

Establishes a contract for the mowing trimming and edging on the roadsides and medians of Veterans Parkway and along the Midpoint Memorial Bridge Toll Facility on an annual basis.

**2. DEPARTMENTAL CATEGORY: 9
COMMISSION DISTRICT #**

C9B

3. MEETING DATE:

06-25-2002

4. AGENDA:

- CONSENT**
- ADMINISTRATIVE**
- APPEALS**
- PUBLIC**
- WALK ON**
- TIME REQUIRED:**

**5. REQUIREMENT/PURPOSE:
(Specify)**

- STATUTE**
- ORDINANCE**
- ADMIN. CODE** AC-4-1
- OTHER**

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER**
 - B. DEPARTMENT** Transportation
 - C. DIVISION** Operations
- BY: Scott Gilbertson, Director

7. BACKGROUND:

On March 20, 2002, the Division of Purchasing received a request from the Department of Transportation to solicit quotations for mowing, trimming and edging on the roadsides and medians of Veterans Parkway and along the Midpoint Memorial Bridge Toll Facility on an annual basis.

The Division of Purchasing on May 7, 2002 received sealed quotations. On that date, seven (7) responses were received of which one (1) was a "No Bid". The quotations have been thoroughly reviewed and a recommendation is being made to award the quotation to the low quoters by section meeting specifications; Section 1-J.S. Lawn Care, Inc., Section 2-James Kennedy Lawn Care, and Section 3-James Kennedy Lawn Care for the prices listed on the attached Lee County Tabulation Sheet. Lee County may at their sole discretion, add or delete roadway 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 15%. Lee County may, at their sole discretion, add new roadway areas of dissimilar nature, based on a mutually agreed price, to be negotiated between the vendor and an authorized Lee County representative. This quote shall be in effect until December 31, 2002 and has the option of being renewed for three (3) additional one (1) year periods. Anticipated expenditures total \$52,136.00 annually. Funding will be made available under account PE5414742103.503490 for segment one and PC5410117500 for segment two and three; the department will be responsible for monitoring their expenditures.

ATTACHMENTS:

- (1) Tabulation Sheet
- (2) Specifications
- (3) Addendum #1
- (4) Vendors submitted quotation - J.S. Lawn Care Inc.
- (5) Vendors submitted quotation - James Kennedy Lawn Service
- (6) Department Recommendation

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services			G County Manager
<i>[Signature]</i>	<i>[Signature]</i> PA 6-302	N/A		<i>[Signature]</i>	DA <i>[Signature]</i> 6/11/02	OM <i>[Signature]</i> 6/11/02	Risk <i>[Signature]</i> 6/12/02	GC <i>[Signature]</i> 6/11/02

10. COMMISSION ACTION:

- APPROVED**
- DENIED**
- DEFERRED**
- OTHER**

Rec'd by County
Date: 6/11/02
Time: 11:15am
Forwarded To: *[Signature]*

RECEIVED BY
COUNTY ADMIN.
[Signature]
COUNTY ADMIN.
FORWARDED TO:
[Signature]

FORMAL QUOTATION #Q-020361		LEE COUNTY, FLORIDA TABULATION SHEET				
OPENING DATE: MAY 7, 2002		FOR				
BUYER: PATTI ARMBRUSTER		ROADSIDE MAINTENANCE FOR VETERANS PARKWAY				
VENDORS	Greenwrx Groundskeeping	James Kennedy Lawn Service	Southern Services	P&T Tractor Service	J S Lawn Care	Pro Cut Lawn Care
						Landscape Maintenance
THREE COPIES PROVIDED	Yes	Yes	Yes	Yes	Yes	Yes
ACKNOWLEDGED ADDENDUM	No	Yes	Yes	Yes	Yes	Yes
SEGMENT 1						
1. MOWING 11.6 ACRES	399	689	700	750	550	580
TOTAL ANNUAL COST FOR 14 CUTTINGS	5,586.00	9,646	9,800	10,500	7,700	8,120
COMMODITY CODE FOR MOWING - 984430						
TRIMMING AND EDGING EACH CUT COST	120	350	375	350	200	880
TOTAL ANNUAL COST FOR 7 TRIMMINGS	840	2,450	2,625	2,450	1,400	6,160
COMMODITY CODE FOR TRIMMING - 9884432						
SEGMENT 1 TOTAL ANNUAL COST	6,426.00	12,096.00	12,425.00	12,950.00	9,100.00	14,280.00
SEGMENT 2 MOWING 34.9 ACRES OF ROADSIDE AND MEDIAN BAHIA GRASS						
	1,199	954	1,900	2,200	1,225	1,710
TOTAL ANNUAL COST FOR 14 CUTTINGS	16,786	13,356	26,600	30,800	17,150	23,940
COMMODITY CODE FOR MOWING - 984430						
TRIMMING AND EDGING EACH CUT COSTS	270	530	1,000	900	470	2,777
TOTAL ANNUAL COST FOR 7 TRIMMINGS	1890	3,710	7,000	6,300	3,290	19,430
COMMODITY CODE FOR TRIMMING - 9884432						
SEGMENT 2 TOTAL ANNUAL COST	18,676.00	17,066.00	33,600.00	37,100.00	20,440.00	43,379.00
SEGMENT 3 MOWING 72.4 ACRES OF ROADSIDE AND MEDIAN BAHIA GRASS EACH CUTTING						
	2,497	1,590	3,475	2,700	1,800	3,675
TOTAL ANNUAL COST FOR 14 CUTTINGS	34,958	22,260	48,650	37,800	25,200	51,450
COMMODITY CODE FOR MOWING - 984430						
TRIMMING AND EDGING EACH CUT COST	420	530	1,400	700	600	5,780
TOTAL ANNUAL COST FOR 7 TRIMMINGS	2,940	3,710	9,800	4,900	4,200	40,460
COMMODITY CODE FOR TRIMMING - 9884432						
SEGMENT 3 TOTAL ANNUAL COST	37,898.00	25,970.00	58,450.00	42,700.00	29,400.00	91,910.00
GRAND TOTAL	63,000.00	55,132.00	104,475.00	92,750.00	58,940.00	149,569.00
START IN CALENDAR DAYS	7	7	10	7	10	7
LOCAL VENDOR PREFERENCE	Yes	Yes	Yes	Yes	No	Yes
ARE THERE ANY MODIFICATIONS	Yes See Attachment	No	No	No	No	No
QUOTE SIGNED	Yes	Yes	Yes	Yes	Yes	Yes
NO BIDS						
	Tropics Lawn Service					
POSTING TIME/DATE						
FROM:	/					
UNTIL:	/					
BY:						

ATTACHMENT # 1



LEE COUNTY
SOUTHWEST FLORIDA

PROJECT NO.: Q-020361

OPEN DATE: MAY 7, 2002

AND TIME: 2:30 P.M.

PRE-BID DATE: APRIL 25, 2002

AND TIME: 2:30 P.M.

LOCATION: PURCHASING

REQUEST FOR QUOTATIONS

TITLE:

ROADSIDE MAINTENANCE FOR VETERANS PARKWAY

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING
3434 HANCOCK BRIDGE PKWY, 3RD FLOOR
P.O. BOX 398
FORT MYERS, FL 33902-0398

BUYER: PATTI ARMBRUSTER
PHONE NO.: (239) 689-7385

GENERAL CONDITIONS

Sealed Quotations will be received by the DIVISION OF PURCHASING, until 2:30 pm on the date specified on the cover sheet of this "Request for Quotations", and opened immediately thereafter by the Purchasing Director or designee.

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (239) 689-7385.

1. **SUBMISSION OF QUOTE:**

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
 - 1. Marked with the words "Sealed Quote"
 - 2. Name of the firm submitting the quotation
 - 3. Title of the quotation
 - 4. Quotation number
- b. The Quotation shall be submitted in triplicate as follows:
 - 1. The original consisting of the Lee County quotes forms completed and signed.
 - 2. A copy of the original quote forms for the Purchasing Director.
 - 3. A second copy of the original quote forms for use by the requesting department.
- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
 - 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
 - 2. Warranties and guarantees against defective materials and workmanship.
- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".
- e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Purchasing Services prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- f. **QUOTE 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.
- g. **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.).
- h. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.

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

2. **ACCEPTANCE**

The materials and/or services delivered under the quote shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted to the County and is 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 equality. However, if a product other than that specified is quote, it is the vendor's responsibility to name such product with his quote 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 quoter 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 require only a specific product 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.

- a. Occupational License – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the quote all necessary permits and/or license required for the sale of this product and/or service and upon the request of the County provide copies of licenses and/or permits within 10 calendar days after request.

5. **RECYCLED PRODUCTS**

It is the Lee County Board of County Commissioners' stated policy objective to "Ensure all departments are aware of the availability of recycled products..." (Administrative Code #AC-10-4). In an effort to provide the utmost opportunity for the use of recycled products by Lee County, vendors should list on their letterhead, all necessary information regarding any applicable recycled products they have available. Recycled products should meet all other specifications listed and have a minimum of 50%-recycled content. Whenever fiscally feasible, available recycled products will be purchased.

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

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

7. **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 quote 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 quoter to ensure that they are represented at the pre-bid. Only those quoters who attend the pre-bid conference will be allowed to quote on this project.

8. **BIDDERS LIST MAINTENANCE**

A bidder should respond to "Request for Quotations" in order to be kept on the Bidder's List. Failure to respond to three different "request for quotations" may result in the vendor being removed from the Bidder's List. A bidder may do one of the following, in order to respond properly to the request:

- a. Submission of a quotation prior to the quote receipt deadline.
- b. Submission of a "no bid" notice prior to the quote receipt deadline.

9. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail one original invoice and one invoice copy 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 quote.

Lee county will not be liable for request of payment deriving from aid, assistance, or help by any individual, vendor, quoter, 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 quoters should include in their quote all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

10. **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, shall file with the County's Purchasing Director or Public Works Director a written "Notice of Intent to File a Protest" not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of a "Notice of Intended Decision" from the County 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 shall 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 Purchasing 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 (CSD: 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 Purchasing 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 and 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."

11. **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 \$15,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

12. **QUALIFICATION OF QUOTERS** (unless otherwise noted)

Quotes will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Quoters 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 quotes where evidence submitted or investigation and evaluation indicates an inability of the quoter to perform.

13. **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 quoted materials, as may apply to this procurement.

14. **MISCELLANEOUS**

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

15. **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.

16. **AUTHORITY TO PIGGYBACK**

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

17. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this quote 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 quote, whether through size, complexity, or dollar value.

c) **Disadvantaged Business Enterprises**

The County, in its sole discretion, reserves the right to purchase any of the items in this quote from Disadvantage 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 quote from DBE's to fulfill the County's state policy toward DBE's as outlined in County Ordinance 88-45 and 90-04, as amended.

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 insure 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 ore 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 insure 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.

18. **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.

19. **DRUG FREE WORKPLACE**

Whenever two or more quotes/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a quote/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.

20. **REQUIRED SUBMITTALS**

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

21. **TERMINATION**

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

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. 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 Purchasing.

22. **CONFIDENTIALITY**

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

23. **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.

24. **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.

**LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR
ROADSIDE MAINTENANCE
FOR
VETERANS PARKWAY**

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:

The undersigned acknowledges receipt of Addenda numbers: _____

Item No.	Lee County Commodity Code	Description	Cost/Price
Veterans Parkway, Segment One: 11.6 acres			
1.	9884430	<u>Mowing</u> 11.6 acres of roadside and median bahia grass 14 times per year as scheduled:	\$ /cutting
Total annual cost (14 cuttings):			\$
2.	9884432	<u>Trimming and edging</u> curbs, trees, fences, poles, posts, pedestals, walkways and structures 7 times per year as scheduled:	\$ /trim
Total Annual Cost (7 Trimmings)			\$
SEGMENT ONE TOTAL ANNUAL COST:			\$
Veterans Parkway, Segment Two: 34.9 acres			
3.	9884430	<u>Mowing</u> 34.9 acres of roadside and median bahia grass 14 times per year as scheduled:	\$ /cutting
Total annual cost (14 cuttings):			\$
4.	9884432	<u>Trimming and edging</u> curbs, trees, fences, poles, posts, pedestals, walkways and structures 6 times per year as scheduled:	\$ /trim
Total Annual Cost (7 Trimmings)			\$
SEGMENT TWO TOTAL ANNUAL COST:			\$
Veterans Parkway, Segment Three: 72.4 acres			
5.	9884430	<u>Mowing</u> approximately 72.4 acres of roadside and median bahia grass 14 times per year as scheduled:	\$ /cutting
Total annual cost (14 cuttings):			\$
6.	9884432	<u>Trimming and edging</u> curbs, trees, fences, poles, posts, pedestals, walkways and structures 6 times per year as scheduled:	\$ /trim
Total Annual Cost (7 Trimmings)			\$
SEGMENT THREE TOTAL ANNUAL COST:			\$
GRAND TOTAL OF VETERANS PARKWAY, SEGMENT 1 – 3:			\$

QUOTE SUBMITTALS ARE REQUIRED, SEE PAGE 13 AND 14.

SERVICE TO BE STARTED WITHIN _____ CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Is your firm interested in being considered for the Local Vendor Preference? YES _____ NO _____

If yes, then read the paragraph entitled "Local Vendor Preference Questionnaire and return with your quotation.

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

Are there any modifications to the quote or specifications: Yes _____ No _____

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

MODIFICATIONS:

Quoter shall submit his/her quote 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 Quoter/Quote being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE 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) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S.# _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: _____

REVISED: 7/28/00

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
ROADSIDE MAINTENANCE
FOR VETERANS PARKWAY**

SCOPE

The intent of this quote is to establish a contract with a firm to provide the following services, mowing, trimming and edging on the roadsides and medians of Veterans Parkway. The awarded vendor shall supply all materials, chemicals, equipment, vehicles, and personnel needed to service this contract in accordance with the specifications.

TERM OF QUOTE

This quote shall be in effect until Dec. 31, annually or until new quotes are taken and awarded. This quote or any portion thereof, has the option of being renewed for three (3) additional one (1) year periods, upon mutual agreement of both parties, under the same terms and conditions. Initial quantities may be adjusted to reflect award date.

VENDOR REQUIREMENTS

In order for vendors to be qualified to provide the services required by Lee County under this quote, vendors must meet the following minimum requirements. In addition, the awarded vendor shall be capable of furnishing, upon request, any state and local licenses required for the specified work to be performed.

- 1) Vendors submitting quotes must have been in the turf grass maintenance business for a minimum of one (1) year.
- 2) Vendors submitting quotes must be capable of providing a minimum of three references in the State of Florida to which their firm has provided services that are comparable in size and complexity to those requested herein.
- 3) Vendors submitting quotes must have a means to be contacted, for example, via pager or cellular phone, which will afford the County immediate access to them when their services are required.
- 4) Vendors submitting quotes must be able to schedule personnel appropriately to service these sites as necessary, and as climatic conditions change. The company must have available the equipment and personnel necessary to service the site(s) of this size and type.
- 5) This contract will require the vendor to apply some herbicides and pesticides as needed. Therefore your firm, or a firm you sub-contract with must be properly licensed to perform this type of work.

NOTE: When service is requested by the County, should either of the mowers or any of the other required equipment not be operational, the awarded vendor shall be responsible for renting equipment similar to what is specified herein. ANY COST INVOLVED IN THE RENTAL OF EQUIPMENT SHALL BE AT NO ADDITIONAL CHARGE TO LEE COUNTY.

REQUIRED SUBMITTALS

THE FOLLOWING INFORMATION SHOULD BE SUBMITTED IN TRIPLICATE WITH THE QUOTE:

- 1) Provide a brief history of your firm indicating number of years in business in the State of Florida.
- 2) Provide a minimum of three references in the State of Florida to which your firm has provided similar services to those requested herein. Provide the name of account, address, telephone number, contact person, dates of service, and approximate area serviced for each reference.
- 3) Vendor shall furnish names of any previous or current contracts with Lee County Government, if applicable.

- 4) Indicate whether your firm utilizes a pager or cellular phone currently, or if it will be necessary for your firm to obtain one if awarded the contract.
- 5) Quoters shall submit a detailed mowing plan delineating the days, weeks, etc., for completion of specific tasks at specific locations.
- 6) Provide a list of all equipment presently owned which will be utilized as part of this quote. Include quantities, make, model, and age of each item as well as cutting width(s) of the mower(s).

Vendors may be asked to provide additional information. If requested, vendors should furnish the information within 10 calendar days of a request.

BASIS OF AWARD

The basis of award for this quote will be overall low quoter per site meeting all specification requirements. The awarded vendor understands that the County reserves the right to adjust the number of cuttings or terminate this agreement at any time as best serves the needs of Lee County.

Lee County reserves the right, at the Purchasing Director's discretion, to award to multiple vendors.

Lee County reserves the right, at the Purchasing Director'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).

ROADWAY CHANGES

Lee County may, at their sole discretion, add or delete roadway 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 15%. Lee County may, at their sole discretion, add new roadway areas of dissimilar nature, based on a mutually agreed price, to be negotiated between the vendor and an authorized Lee 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 mowing and trimming that does not meet the specifications must be corrected before Lee County DOT will give approval for payment.

REQUIRED SERVICES

A County Representative will contact the awarded vendor to notify him when his services as specified herein are required. Cooperation with the County Representative is expected.

The awarded vendor shall diligently pursue the course of all work under this quote until completed. Upon completion of the work, the County Representative will perform an inspection. Should the completed work not receive the approval of the County Representative, additional work shall be performed until it does. All workmanship shall be of the highest quality. **SUBSTANDARD WORK WILL BE REJECTED.**

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 for work under this agreement twenty-four hours per day, 365 days per year, in the event of a natural disaster.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact with Lee County. 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 in this quote.

SITE CONDITIONS

All vendors submitting quotes for this work shall be responsible to first examine the site and all conditions thereon and/or herein. All quotes shall take into consideration all such conditions as may affect the work under this quote.

CONTRACT

A purchase order will serve as the contract.

SUPERVISION AND SAFETY

The awarded vendor shall be responsible for the supervision and direction of the work performed by his employees and shall, at all times, provide a full time manager or crew leader on the premises to carry out that responsibility. The manager or crew leader shall have the authority to act as agent for the awarded vendor in his absence, and shall be fully qualified to implement the quote specifications. All work and equipment shall comply with OSHA standards.

The awarded vendor shall be responsible for instructing his employees in all safety measures. All equipment used by the awarded vendor shall be maintained in a safe operating condition. At all times it shall be free from defects or wear which may in any way constitute a hazard to any person or persons on County property. All electrical equipment shall be properly grounded. All employees shall wear proper personal protective equipment while working on County premises.

MATERIAL AND EQUIPMENT

The awarded quoter shall be responsible for the complete performance of all work under this quote, for the methods, means and equipment used, and for furnishing all materials, tools, apparatus and property of every description used in connection therewith.

The awarded quoter, as a minimum, must have various sizes of commercial type rotary lawn mowing equipment sufficient to perform the work and a bush hog type mower for dry retention pond mowing if required. The equipment shall not cause excessive rutting or scalping of the grass. The equipment must have operating warning lights or a strobe.

TOLLS

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

FUEL PRICE ADJUSTMENT

There will be no fuel price adjustments for this contract.

ADDITIONAL REQUIREMENTS

Vendors must provide MSDS sheets for all products to be provided, prior to startup of this contract.

Vendors agree to conform to any and all State and Federal regulations pertaining to chemicals, and to assist Lee County in doing so (Chapter 442 F.S.)

LOCAL VENDOR 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 00-10 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 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 five (5) years, and that has the personnel, equipment and materials located within the boundaries of Lee 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.

DETAILED SPECIFICATIONS FOR MOWING

- (1) A County Representative will be available to assist the awarded quoter in designating the mowing area boundaries, prior to work start-up.
 - a.) Veterans Parkway Segment One (11.6 acres), begins at Del Prado and ends right at the Caloosahatchee in the City of Cape Coral. This area does not include the irrigated lawn around the toll facility but does include the slopes around both ponds beside the Toll Facility, the long swale on the north side and the area between the sound wall and the roadway on the south side of the roadway.
 - b.) Veterans Parkway Segment Two (34.9 acres), begins at Del Prado to Santa Barbara Boulevard. This area includes the area between the roadway and the white fence, the slopes around each pond (inside the fence) the area around the second pond and the bike path, all areas between the roadway and the berms and both sides of the berm down to level grade. Also, the area between the barrier wall and the seawall on the south side of the roadway.
 - c.) Veterans Parkway Segment Three (72.4 acres), begins at Santa Barbara Boulevard to Chiquita (including 200 yards west of Chiquita). This area includes the area roadside, medians, retention areas and the bike path, including all areas between the roadway and the berms and both sides of the berm down to level grade.
- (2) The quoter shall mow to a height of 4" plus/minus 1" on the roadsides and 3 ½" plus/minus ½" on the medians. Mower blades are to be sharpened daily at a minimum. The leaf blades should not be ripped or torn and the mowing of wet grass should be avoided when possible.
- (3) The quoter shall be responsible for the immediate clean up of debris thrown or dragged by his equipment onto adjacent property and roadways.
- (4) One week prior to the start of each cutting, the quoter shall inspect the area to be mowed for large or unmowable debris or litter that will interfere with the mowing process. If any area has large debris, excessive litter or is otherwise unmowable with the commercial equipment as listed herein, the quoter shall notify Lee County DOT at 694-3334 for Veterans Parkway, and Lee County DOT at 573-1680 ext 3 for Midpoint Memorial Bridge Toll Facility. To aid Lee County in the pick-up of the debris, the quoter shall flag the debris location.
- (5) The awarded quoter shall mow within approximately 12" of any obstruction (tree rings, signs, fences, etc.) in the right-of-way, unless specifically waived by Lee County DOT. Any damage to utilities, signs, etc., shall be reported by the quoter in writing, within 24 hours, to the County Representative. The quoter shall be responsible for damage caused by his equipment. During the summer months, some detention areas may be unmowable during the regular mowing cycle due to ponding water or excessively soft ground. At the first available opportunity, the quoter shall

mow these areas to the waterline with a bush hog type mower (set at 5") or with the rotary mowers as he so desires. The area shall present a neat appearance free from ruts and grass clumps.

- (6) Lee County DOT **will not** pay for mowing that is done at such a high rate of speed as to cause the grass to be torn or laid over.
- (7) Lee County requires that in addition to operating warning lights or a strobe on the equipment, that the awarded quoter place "Mower Ahead" type signs, in each direction of the work zone at the nearest entrance to the parkway.
- (8) The right-of-way shall be mowed 14 times per year. The right-of-way shall be mowed the first week of February as an optional cut at the county's option (1 cutting) and every three weeks for 36 weeks (13 cuttings). Lee County, may adjust the mowing schedule and start date, as necessary, due to weather conditions or other considerations.
- (9) Lee County DOT requires that the entire right-of-way be cut each time. No partial cuts or partial payments will be made, unless specifically agreed to by both parties prior to the partial mowing.
- (10) Sidewalks, bike paths and roadways shall be cleared of grass clumps (swept or blown) the same day the mowing is done.
- (11) The awarded quoter shall make all reasonable efforts to not damage the mulch tree rings.

DETAILED SPECIFICATIONS FOR TRIMMING AND EDGING

- (1) A County Representative will be available to assist the awarded quoter in designating the trimming and edging boundaries prior to work start-up.
- (2) The quoter shall edge and trim along all median curbs, roadway curbs, sidewalks, bike paths, barrier walls, tree rings, fences, walls, poles, posts, pedestals and drainage structures.
- (3) String trimmers shall not be used around tree rings to protect trees from nicks or damage. Clippings shall be cleaned off sidewalks, bike paths and pavement using blower type machines the same day the trimming is done.
- (4) All grass and weeds growing in cracks in the curbs, sidewalks, and other concrete structures shall be sprayed with an approved chemical herbicide at each trimming.
- (5) The quoter shall trim and edge the entire right-of-way seven times per year after the first mowing in the following months; February, April, June, August, October and December. Edging and trimming shall be completed within two days after mowing.

GUIDE "E"

INSURANCE REQUIREMENTS FOR SERVICE

Your certificate of insurance must meet the following requirements

Requirement #1: The Lee County Board of County Commissioners shall be added as an additional insured on the comprehensive general liability policy.

Requirement #2: Certificate holder shall be listed as follows:

**Lee County Board of County Commissioners
C/O Lee County Purchasing
P.O. Box 398
Fort Myers, FL 33902**

Requirement #3: Each policy shall provide a 30 day notification clause in the event of cancellation, non-renewal or adverse change.

This Standard Insurance Language is to be utilized for Contracts, or Agreements meeting these circumstances. Certain conditions and/or exposures may not relieve or limit the liability of the vendor. These requirements may not be sufficient or adequate to protect the vendor's interests or liabilities, but are merely minimums.

Circumstances

Project is for vendors providing a service such as but not limited to lawn maintenance, janitorial, painting, carpentry, moving, equipment service or repair.

Worker's 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. Individual employees may be exempted per State Law. Employees liability will have minimum limits of:

\$100,000 per accident
\$500,000 disease limit
\$100,000 discase limit per employce.

Commercial General Liability

Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability and broad form property damage exposures with minimum limits of:

\$100,000 bodily injury per person (BI)
\$300,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD) or
\$300,000 combined single limit (CSL) of BI and PD

Business Automobile Liability

Coverage shall apply to owned vehicles and/or hired and non-owned vehicles and employee non-ownership use with minimum limits of:

- \$100,000 bodily injury per person (BI)
- \$300,000 bodily injury per occurrence (BI)
- \$100,000 property damage (PD) or
- \$300,000 combined single limit (CSL) of BI and PD

Certificate of Insurance

An original hand signed certificate shall be on file with and approved by the Lee County Risk Management Office prior to the commencement of any work activities.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be on file with Risk Management at least 15 days prior to the expiration date.

Revised 10/18/00

LEE COUNTY PURCHASING SERVICES - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your bid proposal.
Please check off each of the following items as the necessary action is completed:

- 1. The Quote has been signed.
- 2. The Quote prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. The original (must be manually signed) and 2 copies of the quote have been submitted.
- 5. Three (3) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- 6. All modifications have been acknowledged in the space provided.
- 7. All addendums issued, if any, have been acknowledged in the space provided.
- 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- 10. Any Delivery information required is included.

11. The mailing envelope has been addressed to:

Lee County Purchasing Services	Lee County Purchasing
P.O. Box 398	or
Ft. Myers, FL 33902-0398	3434 Hancock Bridge Pkwy 3 rd FL
	N. Ft. Myers, FL 33903

12. The mailing envelope **MUST** be sealed and marked with:
Quote Number
Opening Date and/or Receiving Date

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

14. If submitting a "NO BID" please write quote number here _____
and check one of the following:
 Do not offer this product Insufficient time to respond.
 Unable to meet specifications (why)
 Unable to meet bond or insurance requirement.
 Other: _____

Company Name and Address:



239.689.7385

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: _____

Bob Janes
District One

Douglas R. St. Cyr
District Two
April 26, 2002

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing
Examiner

**FORMAL QUOTE NO.: Q-020361
LEE COUNTY ADDENDUM NUMBER ONE
ROADSIDE MAINTENANCE FOR VETERANS PARKWAY**

**QUOTERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE
REVISED PROPOSAL QUOTE FORM, PAGE 10A.**

Due to issues that were raised at the pre-bid Conference, the following changes are being made to this specification.

Please **delete** page 10 from the Proposal Quote Form of the quote package.

Please **insert** revised page 10A.

Please **insert** attachment A Local Vendor Preference Questionnaire as page 21 and return with your bid response accordingly.

If you have any questions concerning this addendum, please contact me at the number listed above.

DIVISION OF PURCHASING

Patti Armbruster

Patti Armbruster
Buyer

/pa

enc.

cc: DOT
Minutes Department

**LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR
ROADSIDE MAINTENANCE
FOR
VETERANS PARKWAY**

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:

The undersigned acknowledges receipt of Addenda numbers:

Item No.	Lee County Commodity Code	Description	Cost/Price
Veterans Parkway, Segment One: 11.6 acres			
1.	9884430	<u>Mowing</u> 11.6 acres of roadside and median bahia grass 14 times per year as scheduled:	\$ /cutting
Total annual cost (14 cuttings):			\$
2.	9884432	<u>Trimming and edging</u> curbs, trees, fences, poles, posts, pedestals, walkways and structures 7 times per year as scheduled:	\$ /trim
Total Annual Cost (7 Trimmings)			\$
SEGMENT ONE TOTAL ANNUAL COST:			\$
Veterans Parkway, Segment Two: 34.9 acres			
3.	9884430	<u>Mowing</u> 34.9 acres of roadside and median bahia grass 14 times per year as scheduled:	\$ /cutting
Total annual cost (14 cuttings):			\$
4.	9884432	<u>Trimming and edging</u> curbs, trees, fences, poles, posts, pedestals, walkways and structures 7 times per year as scheduled:	\$ /trim
Total Annual Cost (7 Trimmings)			\$
SEGMENT TWO TOTAL ANNUAL COST:			\$
Veterans Parkway, Segment Three: 72.4 acres			
5.	9884430	<u>Mowing</u> approximately 72.4 acres of roadside and median bahia grass 14 times per year as scheduled:	\$ /cutting
Total annual cost (14 cuttings):			\$
6.	9884432	<u>Trimming and edging</u> curbs, trees, fences, poles, posts, pedestals, walkways and structures 7 times per year as scheduled:	\$ /trim
Total Annual Cost (7 Trimmings)			\$
SEGMENT THREE TOTAL ANNUAL COST:			\$
GRAND TOTAL OF VETERANS PARKWAY, SEGMENT 1 - 3:			\$

ATTACHMENT A
LOCAL VENDOR PREFERENCE QUESTIONNAIRE
(LEE COUNTY ORDINANCE NO. 00-10)

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 COUNTY (Only complete Part A if your principal place of business is located within the boundaries of Lee County)

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

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

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

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

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

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

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

Yes _____ No _____

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

ATTACHMENT #4

**LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR
ROADSIDE MAINTENANCE
FOR
VETERANS PARKWAY**

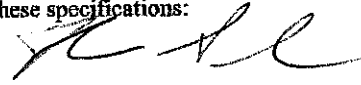
DATE SUBMITTED: 4-29-02

VENDOR NAME: JS Lawn Care INC

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:

The undersigned acknowledges receipt of Addenda numbers:



Item No.	Lee County Commodity Code	Description	Cost/Price
Veterans Parkway, Segment One: 11.6 acres			
1.	9884430	Mowing 11.6 acres of roadside and median bahia grass 14 times per year as scheduled:	\$ /cutting 550.00
			Total annual cost (14 cuttings): \$ 7700.00
2.	9884432	Trimming and edging curbs, trees, fences, poles, posts, pedestals, walkways and structures 7 times per year as scheduled:	\$ /trim 200
			Total Annual Cost (7 Trimmings) \$ 1400
			SEGMENT ONE TOTAL ANNUAL COST: \$ 9100.00
Veterans Parkway, Segment Two: 34.9 acres			
3.	9884430	Mowing 34.9 acres of roadside and median bahia grass 14 times per year as scheduled:	\$ /cutting 1225.00
			Total annual cost (14 cuttings): \$ 17150
4.	9884432	Trimming and edging curbs, trees, fences, poles, posts, pedestals, walkways and structures 7 times per year as scheduled:	\$ /trim 410.00
			Total Annual Cost (7 Trimmings) \$ 2870.00
			SEGMENT TWO TOTAL ANNUAL COST: \$ 20440.00
Veterans Parkway, Segment Three: 72.4 acres			
5.	9884430	Mowing approximately 72.4 acres of roadside and median bahia grass 14 times per year as scheduled:	\$ /cutting 1800.00
			Total annual cost (14 cuttings): \$ 25200
6.	9884432	Trimming and edging curbs, trees, fences, poles, posts, pedestals, walkways and structures 7 times per year as scheduled:	\$ /trim 600
			Total Annual Cost (7 Trimmings) \$ 4200.00
			SEGMENT THREE TOTAL ANNUAL COST: \$ 29400.00
			GRAND TOTAL OF VETERANS PARKWAY, SEGMENT 1-3: \$ 58940.00

Total
58,940.00

Quoter shall submit his/her quote 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 Quoter/Quote being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE 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) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME J.S. Lawn Care Inc

BY (Printed): John G Sailer

BY (Signature): [Signature]

TITLE: press

FEDERAL ID # OR S.S.# 573-267327

ADDRESS: 344 S mood Dr

venice Fl 34292

PHONE NO.: 941-716-3729

FAX NO.: 941-412-0233

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: _____

REVISED: 7/28/00

QUOTE SUBMITTALS ARE REQUIRED, SEE PAGE 13 AND 14.

SERVICE TO BE STARTED WITHIN 10 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Is your firm interested in being considered for the Local Vendor Preference? YES _____ NO ✓

If yes, then read the paragraph entitled "Local Vendor Preference Questionnaire and return with your quotation.

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

Are there any modifications to the quote or specifications: Yes _____ No ✓

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

MODIFICATIONS:

ATTACHMENT #5

LEE COUNTY, FLORIDA
 PROPOSAL QUOTE FORM
 FOR
 ROADSIDE MAINTENANCE
 FOR
 VETERANS PARKWAY

DATE SUBMITTED: _____

VENDOR NAME: James Kennedy Lawn Service

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:

The undersigned acknowledges receipt of Addenda numbers:

10A #1

Item No.	Lee County Commodity Code	Description	Cost/Price
Veterans Parkway, Segment One: 11.6 acres			
1.	9884430	Mowing 11.6 acres of roadside and median bahia grass 14 times per year as scheduled:	\$ /cutting 689. ⁰⁰
			Total annual cost (14 cuttings): \$9646. ⁰⁰
2.	9884432	Trimming and edging curbs, trees, fences, poles, posts, pedestals, walkways and structures 7 times per year as scheduled:	\$ /trim 350. ⁰⁰
			Total Annual Cost (7 Trimmings) \$2450. ⁰⁰
			SEGMENT ONE TOTAL ANNUAL COST: \$12,096. ⁰⁰
Veterans Parkway, Segment Two: 34.9 acres			
3.	9884430	Mowing 34.9 acres of roadside and median bahia grass 14 times per year as scheduled:	\$ /cutting 954. ⁰⁰
			Total annual cost (14 cuttings): \$13,356. ⁰⁰
4.	9884432	Trimming and edging curbs, trees, fences, poles, posts, pedestals, walkways and structures 7 times per year as scheduled:	\$ /trim 530. ⁰⁰
			Total Annual Cost (7 Trimmings) \$3,710. ⁰⁰
			SEGMENT TWO TOTAL ANNUAL COST: \$17,066. ⁰⁰
Veterans Parkway, Segment Three: 72.4 acres			
5.	9884430	Mowing approximately 72.4 acres of roadside and median bahia grass 14 times per year as scheduled:	\$ /cutting 1590. ⁰⁰
			Total annual cost (14 cuttings): \$22,260
6.	9884432	Trimming and edging curbs, trees, fences, poles, posts, pedestals, walkways and structures 7 times per year as scheduled:	\$ /trim 530. ⁰⁰
			Total Annual Cost (7 Trimmings) \$3,710
			SEGMENT THREE TOTAL ANNUAL COST: \$25,970
			GRAND TOTAL OF VETERANS PARKWAY, SEGMENT 1 - 3: \$55,132. ⁰⁰

QUOTE SUBMITTALS ARE REQUIRED, SEE PAGE 13 AND 14.

SERVICE TO BE STARTED WITHIN 7 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Is your firm interested in being considered for the Local Vendor Preference? YES NO

If yes, then read the paragraph entitled "Local Vendor Preference Questionnaire and return with your quotation.

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

Are there any modifications to the quote or specifications: Yes No

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

MODIFICATIONS:

Quoter shall submit his/her quote 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 Quoter/Quote being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE 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) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME James Kennedy Lawn Service

BY (Printed): James Kennedy

BY (Signature): James Kennedy

TITLE: Owner/President

FEDERAL ID # OR S.S.# 65-0472943

ADDRESS: 515 Evergreen Road
North Fort Myers, FL 33903

PHONE NO.: 941-656-1328

FAX NO.: 941-656-1328

CELLULAR PHONE/PAGER NO.: 560-0330

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 903757

E-MAIL ADDRESS: Florida born 69@hotmail.com

REVISED: 7/28/00

LEE COUNTY PURCHASING SERVICES - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your bid proposal.
Please check off each of the following items as the necessary action is completed:

- 1. The Quote has been signed.
- 2. The Quote prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. The original (must be manually signed) and 2 copies of the quote have been submitted.
- 5. Three (3) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- 6. All modifications have been acknowledged in the space provided.
- 7. All addendums issued, if any, have been acknowledged in the space provided.
- 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- 10. Any Delivery information required is included.
- 11. The mailing envelope has been addressed to:

Lee County Purchasing Services	or	Lee County Purchasing
P.O. Box 398		3434 Hancock Bridge Pkwy 3 rd FL
Ft. Myers, FL 33902-0398		N. Ft. Myers, FL 33903
- 12. The mailing envelope **MUST** be sealed and marked with:
Quote Number
Opening Date and/or Receiving Date
- 13. The quote will be mailed or delivered in time to be received no later than the specified opening date and time.
(Otherwise quote cannot be considered or accepted.)
- 14. If submitting a "NO BID" please write quote number here _____
and check one of the following:
 _____ Do not offer this product _____ Insufficient time to respond.
 _____ Unable to meet specifications (why)
 _____ Unable to meet bond or insurance requirement.
 Other: _____

Company Name and Address:
James Kennedy Law Service
515 Evergreen Road, N. Ft. My. FL 33903

FORMAL QUOTATION NO.: Q-020361

ATTACHMENT A
LOCAL VENDOR PREFERENCE QUESTIONNAIRE
(LEE COUNTY ORDINANCE NO. 00-10)

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 COUNTY (Only complete Part A if your principal place of business is located within the boundaries of Lee County)

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

515 Evergreen Road
North Ft. Myers, FL 33903

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

1/2 acre

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

1. How many employees are available to service this contract? 5

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

1 dump truck, 1 Ford Pick Up, 1-20ft Trailer
16 ft Trailer, 1998 Grasshopper 60in cut Mulcher
1998 John Deere Walk behind 52in cut Mulcher - 2001-Grasshopper
3 weed eaters, 2 chain saws, 2 edgers, 3-blowers, 60 in / ft Mulch

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

all will get on a needed basis

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

Yes ~~XXXX~~ No

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

Letter
James Kennedy Lawn Service
Lawn Care To Meet Your Needs
515 Evergreen Road, N.Ft.Myers, FL 33903
Ph.# (941) 656-1328

James Kennedy Lawn Service started in 1990.

James and his father had sold a cabinet making business in 1987 and James worked for different constuction companies but wasn't happy . So in 1990 he made up he's mind to get in the lawn mowing business.

His first big account was Plantation Estates he was awarded that on June 1990 and kept it until 1997.

Along with Plantation Estates he took other jobs including 4 Lee County mowing contracts.

The business is family owned and operated. Jim works and oversees all his jobs.

At this time we have one full time employee Steven wall. He is a hard working young man that knows all the jobs involved in lawn maintenance.

During the summer months we hire qualified persons to help.

As our business grows we continue to provide quality work and new employees that share our way of thinking. Honesty, hardworking and dependable.

Thank You,

James & Lisa Kennedy

We have the ³ more people willing to work

List of equip.

James Kennedy Lawn Service
515 Evergreen Road, N.Ft. Myers, Fl 33903

List of Equipment

1996 Ford Dump Truck

1996 Ford Pick Up Truck

1987 Blazer

2001 ATV and finished mower

one 16 ft. Trailer

one 20 ft. covered trailer

1998 Grasshopper riding lawn mower 60 in. cut(Mulcher)

1998 John Deer walk behind mower 52 in. cut(Mulcher)

2001 Grasshopper Lawn Mower Mulcher

Three weed eaters, two chain saws, two edgers,one power pole saw,three back pack
two fertilizer spreader, four hedge trimmers,

List of Jobs
List of Jobs Past and Present
James Kennedy Lawn Service

List of present jobs with Lee County

Town And River Libby walker Ph.#335-2186 P.O.#21262
3 years
Palmetto Pt. " " P.O.#212559
3 years
Tanglewood " " P.O.#21257
3 years
Whickey Creek " " P.O.21264
3 years

Landscape Maintenance (Sheriff's Building on Six
Mile Cypress Pkwy.)
Ph.#335-2919 Ms.Jayne Elwell Started 6/99 (on going)
Lee County Sports Complex Ms.Sheehan Lee County Finance P.O.#35013

Bonita Springs Library P.O.# 25813
Lisa Kiesel Ph.# 479-4626 2 years

Past Lee County Jobs

Lee County Landscaping Mainenance for(6) Various Libraries
Total acres 40
Cape Coral, Dunbar, San Carlos, Pine Island, North Fort Myers, and Lehigh
Lee County 2050 Lee Street, Ft. Myers, Fl 33901
Ph. #479-4626 Ms. T. Pigott From 11/98 to 2/2002

Jobs in Lee County

Royal Palm Corp. Center : 2 acres 1520 Royal Palm Squar Blvd.,
Ft.Myers, Fl 33919 Ms. D. Henderson 275-8029 From : 1989 to (on going)
Coral Village Ms. G. King Ph.#573-9001 121 N.E. 10th Place Coral, Fl
20 acres 4 years
Mangrove Bay Mr. Clifton Ph.#995-4430 950 Moody Road North Ft. Myers, Fl
10 acres 2 years

Untitled
References

Libby walker Lee County (msbu) Ph.# 335-2186

Jayne Elwell Lee County (Sheriff Building) Ph.# 335-2919

Ms. G. King (Coral Village) Ph.# 573-9001

Mr. Clifton (Mangrove Bay) Ph.# 995-4430

List of detailed Mowing

May
Segment 1 13th
Segment 2 14th
Segment 2 15th
Segment 3 16th
Segment 3 17th

June
Segment 1 3rd
Segment 2 4th
Segment 2 5th
Segment 3 6th
Segment 3 7th
Segment 1 25th
Segment 2 26th

Segment 2 27th

Segment 3 28th

Segment 3 29th

July
Segment 1 16th
Segment 2 17th
Segment 2 18th
Segment 3 19th
Segment 3 20th

August
Segment 1 6th
Segment 2 7th
Segment 2 8th
Segment 3 9th
Segment 3 10th
Segment 1 27th
Segment 2 28th
Segment 2 29th
Segment 3 30th

Segment 3 31st

September
Segment 1 17th
Segment 2 18th
Segment 2 19th
Segment 3 20th
Segment 3 21st

October
Segment 1 8th
Segment 2 9th
Segment 2 10th
Segment 3 11th
Segment 3 12th
Segment 1 29th
Segment 2 30th
Segment 2 31st

November
Segment 3 1st
Segment 3 2nd
Segment 1 19th
Segment 2 20th
Segment 2 21st
Segment 3 22nd
Segment 3 23rd

ATTACHMENT #6

From: Donald Chamblee
To: Armbruster, Patti
Date: 5/13/02 11:54AM
Subject: Q-020361 Veterans Mowing

Patti,

DOT Operations has reviewed the Bids for Veterans Mowing and recommends the lowest responsive bidder for each section. We understand from you that Greenwerx's was not considered responsive.

Segment 1: J and S Lawn Care \$9,100.00 annually

Segment 2: James Kennedy L S \$17,066.00 annually

Segment 3: James Kennedy L S \$25,970.00 annually

Please proceed with getting BoCC approval of this quote.

This will be charged to Account String PC 5410117500 (Roadway)

Thanks Again,

Donald Chamblee, PE
LC DOT Operations
ChambIDV@LeeGov.com
Phone: (239) 694-3334
Fax: (239) 694-3332

CC: Alexander, Cheri; Hass, Jim; Kirkland, Henry; Wingard, Paul