



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

PROJECT NO.: RFP140017

OPEN DATE: NOVEMBER 26, 2013

AND TIME: 2:30 P.M.

# REQUEST FOR PROPOSALS

## TITLE:

FERTILIZER EDUCATION/OUTREACH PROGRAM  
DEVELOPER

Advertised Date: NOVEMBER 8, 2013

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

**MAILING ADDRESS**  
1825 HENDRY ST 3<sup>RD</sup> FLOOR  
FORT MYERS, FL 33901

### PROCUREMENT CONTACT:

Robert D. Franceschini, C.P.M., CPPB  
Procurement Director  
PHONE NO.: (239) 533-5450  
EMAIL: [rfranceschini@leegov.com](mailto:rfranceschini@leegov.com)

## GENERAL CONDITIONS

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

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

### 1. SUBMISSION OF PROPOSAL:

- a. Proposals 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 Proposal"
  - 2. Name of the firm submitting the quotation
  - 3. Title of the proposal
  - 4. Proposal number
  - 5. The envelope shall include:
    - i. One original hard copy of the proposal submittal
    - ii. Six electronic CD ROM sets of the proposal submittal
      - 1. One single adobe PDF file and should be copied **in the same order as the original hard copy.**
      - 2. Limit the color and number of images to avoid unmanageable file sizes.
      - 3. Use a rewritable CD and **do not lock files.**
      - 4. If a cost/bid schedule was provided, the completed schedule should be included as a Microsoft Excel file on the CD-ROM.
- b. Proposals are to include the following:
  - 1. The completed Proposal/Quote Form. Proposal must be properly signed and where applicable corporate and/or notary seals.
  - 2. All other pertinent documentation required in the Request for Proposal.
- c. **PROPOSALS RECEIVED LATE:** It is the proposer's responsibility to ensure that the proposal is received by the Division of Procurement Management prior to the opening date and time specified. Any proposal received after the opening date and time will be promptly returned to the proposer unopened. Lee County will not be responsible for proposals received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- d. **PROPOSAL 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.
- e. **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.

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

2. **ACCEPTANCE**

The materials and/or services delivered under the proposal **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. 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. **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 proposal all necessary permits and/or license 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.

4. **PRE-PROPOSAL CONFERENCE**

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

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

5. **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 proposal.

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

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 proposers should include in their proposal all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

6. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/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/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/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/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/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/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/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/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.”**

**7. 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.

8. **QUALIFICATION OF PROPOSERS** (unless otherwise noted)

Proposals will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Proposers 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 proposals where evidence submitted or investigation and evaluation indicates an inability of the proposer to perform.

9. **MISCELLANEOUS**

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

10. **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.

11. **AUTHORITY TO PIGGYBACK**

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

12. **COUNTY RESERVES THE RIGHT**a) **Any Single Large Project**

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

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

The County, in its sole discretion, reserves the right to purchase any of the items in this proposal 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 proposal from DBE's to fulfill the County's stated policy toward DBE's.

c) **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 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 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.



13. **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.

14. **DRUG FREE WORKPLACE**

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

15. **REQUIRED SUBMITTALS**

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

16. **TERMINATION**

Any agreement as a result of this proposal 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 proposal for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal 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.

17. **CONFIDENTIALITY**

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

18. **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.

19. **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 PRICE FORM  
FOR  
FERTILIZER EDUCATION/OUTREACH PROGRAM DEVELOPER**

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: \_\_\_\_\_

**COST INCLUDED PER CRITERIA 1.**

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 \_\_\_\_\_

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

Are there any modifications to the proposal or specifications?  
Yes \_\_\_\_\_ No \_\_\_\_\_

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

**THE BELOW SIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO A PROPOSAL 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  
FERTILIZER EDUCATION/OUTREACH PROGRAM DEVELOPER**

SCOPE

Lee County Board of County Commissioners is soliciting proposals for a firm to develop a public education campaign to engage and educate the citizens of Southwest Florida on the responsible use of fertilizer.

All proposals must be made on the basis of the specification contained herein.

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.

COUNTY INTERPRETATION/ADDENDA

No interpretation or clarification of the meaning of the proposal documents will be binding if made to any Proposer orally. Every such request must be in writing, addressed to Robert D. Franceschini, and received no later than November 19, 2013 at 5:00 p.m.

TERM OF PROPOSAL

If awarded, the terms of this proposal shall be in effect for one year. The County reserves the right to renew this proposal (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.

EVALUATION PROCESS AND CRITERIA

Proposals will be evaluated on the basis of the response to all requirements in this RFP. The County shall use the following criteria in its evaluations and comparisons of Proposer. No inference is to be drawn concerning relative importance of criteria based on the order presented.

Contract award shall be made to the responsible Proposer whose proposal is most advantageous to the County, taking into consideration the applicable evaluation criteria set forth below. Please note, however, that the listing of fees as an evaluation criterion does not require the County to select the Proposer with the lowest fee proposal.

A comprehensive, fair, and impartial evaluation will be made of all proposals received on time in response to this RFP. Each proposal received will be analyzed to determine overall qualifications under this RFP.

Proposals deemed to meet all minimum RFP requirements will be scored based on established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each proposal, and the proposals will be

rank ordered, based upon the Proposer(s) submitted written materials. **Only the top three Proposers achieving the most points will be invited to participate in an interview.**

The three highest ranking Proposers may be required to complete an additional questionnaire regarding more specific processes and capabilities, as well as provide additional pricing information. Proposers may be required to provide an on-site interview and/or system demonstration as it relates to requested and/or proposed services. The Proposers may also be required to provide a presentation or participate in an interview at Lee County offices.

Lee County reserves the right to reject any and all proposals; to waive informalities and irregularities in proposals received; and, to re-solicit for proposals if necessary. Any of these rights may be exercised by Lee County before or after receipt and evaluation of proposals, or completion of interviews. The Selection Committee will determine the responsiveness and acceptability of each proposal. The selection committee will recommend award be made to the proposer whose proposal is determined to be most advantageous to Lee County.

**The following criteria are listed in random order, not in order of importance.**

Responses will be evaluated on the basis of responsiveness to the questions and requirements in this RFP by an evaluation panel using the following criteria:

**CRITERIA 1: COST (MAXIMUM POINTS: 50)**

Using the information included in the Scope of Services and Interlocal Agreement please craft a detailed cost proposal that illustrates how your firm will develop a multi-media campaign detailing how dollars will be allocated to particular and specific mediums and public relations activities. This must adhere to the project budget of \$150,000. A line item approach is required; a lump sum proposal is not acceptable. Your cost proposal should not be bottom line oriented; but rather detail and explain how much your firm can do within the budget and how you plan to accomplish it.

**CRITERIA 2: REFERENCES (MAXIMUM POINTS: 10)**

Provide a minimum of three (3) references – including firm/entity name, contact person, contact phone number, and contact e-mail address – for which your firm has developed a similar program to that being requested by this solicitation.

**CRITERIA 3: PLAN OF APPROACH (MAXIMUM POINTS: 20)**

Provide a detailed Plan of Approach that explains how your firm intends to comply with and meet the schedule and deliverables as detailed within this solicitation.

**CRITERIA 4: EXPERIENCE (MAXIMUM POINTS: 20)**

Include a brief one page narrative of your firm's qualifications to perform this particular service and history of your firm.

Provide experience, qualifications and educational background for the principal and staff responsible for the Lee County account (attach resumes).

Comments from current and former clients.

Include a minimum of three (3) programs similar to what is requested in this solicitation your firm has developed and implemented within the past three (3) years.

SELECTION/AWARD PROCESS

Appropriate County staff may prepare a slate of finalists in order of ranking to present to the Board of County Commissioners.

The award and executed Contract(s) will be submitted to the Board of County Commissioners for approval.

**NOTE:** Proposed short-list and final selection meeting dates are posted on the Procurement Management web page at [www.lee-county.com/procurementmanagement](http://www.lee-county.com/procurementmanagement) (Projects, Award Pending).

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.

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> .

**SCOPE OF SERVICES  
FOR  
PUBLIC OUTREACH AND EDUCATION IN SUPPORT OF LANDSCAPE AND FERTILIZER  
BEST MANAGEMENT PRACTICES**

**Background**

Property values and tax income in all Florida counties bordering the Gulf of Mexico are largely dependent on tourism. Similarly, tourism is greatly influenced by the quality of our coastal waters. Excessive nutrients (nitrogen and phosphorus) from fertilizer used on urban lawns and landscapes can have a detrimental effect on water quality in Southwest Florida. This is particularly true during Florida's rainy season (June–October). Excess nutrients in storm water runoff can stimulate algae blooms, including drift algae, blue-green algae, and has been implicated in red tide blooms. These blooms can result in harmful impacts to our beaches, wildlife, and the local economy.

Responsible use of fertilizer, including rainy season blackout periods imposed by local ordinances, is a cost effective way of controlling nutrient pollution entering our waterways and estuaries. Equally effective, possibly more so, would be to increase awareness among urban fertilizer users of the risk to our local waters from fertilizer runoff. Among these users are the many citizens who regularly apply fertilizer to promote the health and growth of their lawns and landscapes.

**Program Summary**

Lee County, the City of Sanibel, and a consortium of local businesses and environmental groups are partnering on a public education campaign to engage and educate the citizens of Southwest Florida on the responsible use of fertilizer. This educational campaign will include several different educational and outreach components utilizing print, radio, TV, web, and social media to deliver the message. The primary goal of this program is to educate citizens on the connection between excessive fertilizer use in commercial and urban landscapes and its resulting impact on our coastal water quality and economy. The expectation is that by providing citizens with science-based information on how their actions impact water quality, their quality of life, and the local economy, they will choose to limit fertilizer use or at least apply fertilizer properly, potentially rendering local fertilizer ordinances unnecessary.

**Scope of Work**

Due to the perceived limited knowledge of the relationship between poor landscaping practices and degraded water in general, this broad-based outreach effort must inform and educate the public about how nutrient loading effects our waters and then draw the link to improved water quality by implementation of proper fertilizer use and associated best management practices. **This program needs to be an issue-oriented, public information/education campaign designed to develop awareness of water quality issues and move the audience to change habits and attitudes towards appropriate fertilizer application and knowledge and compliance with applicable fertilizer ordinances.**

- The selected individual/firm will include a plan that will propose use of standard public relations activities such as media relations, social media, community relations, etc.
- Additionally, the plan should include the proposed broadcast and print tools deemed necessary including TV/radio PSA production, print collateral material and point of purchase displays.



- Other creative ideas for incentives or other proposed campaign elements should be included in the proposed campaign plan.
- The selected Firm/Individual shall appoint a person or persons to act as a primary contact for all Client members, and shall include the name(s) of such person(s) as part of the qualification package. Such appointment shall not be modified without prior written consent of the Client. 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.
- The Firm/Individual must submit to each Client member such data, reports, records, strategy recommendations, and other documents relating to the activity as the individual members may require, however, the following shall be provided to the Client as a whole:
- Provide a monthly report analyzing campaign activity and develop criteria for measuring the effectiveness of the program.
- Meet with Client members in Fort Myers/Lee County as necessary.

### **Objectives**

Objectives of this campaign should include, but not be limited to:

- To develop a comprehensive program that utilizes, to the greatest extent possible, existing public information that promotes proper landscape maintenance and fertilizer application;
- To increase awareness, generate support and affect a positive change in the public's attitudes and habits regarding fertilizer application and water quality;
- To effectively motivate consumers to take specific actions to adopt long-term landscaping best management practices that will evolve into sustainable, permanent landscaping best management practices;
- To improve fertilizer efficiency, and prevent and curtail improper fertilizer and landscape techniques that can cause environmental degradation; and
- To build a network of public and private partners that will work together to achieve the most effective and cost-efficient Landscape/Fertilizer Campaign.

### **Target Audiences**

The following audience segments are the primary and secondary target markets that should serve as the focus of this campaign:

- Permanent and seasonal residents of Southwest Florida;
- The professional "green industry," including, but not limited to, landscape maintenance contractors, nurserymen, horticulturists, home improvement retailers, professional groundskeepers;
- Community leaders who have the potential of influencing public opinion;

- Key media sources representing print publications and broadcast stations that effectively reach the identified target audiences;
- Homeowner associations and property managers;
- The development industry, including, but not limited to, building contractors, homebuilders, developers; and
- Educators, major employers, utilities and other entities that have the potential to disseminate education information on proper landscape maintenance/fertilizer application practices, and water quality issues.

**INTERLOCAL AGREEMENT  
BY AND BETWEEN LEE COUNTY  
AND THE CITY OF SANIBEL**  
(Fertilizer Outreach and Education Campaign)

THIS INTERLOCAL AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2013, by and between the LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County," and the CITY OF SANIBEL, a municipal corporation of the State of Florida, hereinafter referred to as "City."

**WHEREAS**, the County possesses Home Rule powers as a charter county pursuant to Article VIII, Section 1(g), Florida Constitution, and Section 125.01, Florida Statutes; and,

**WHEREAS**, the City of Sanibel possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution, and Section 166.021, Florida Statutes; and,

**WHEREAS**, the Board of County Commissioners ("Board") is the governing body in and for Lee County; and,

**WHEREAS**, the City Council ("Council") is the governing body in and for the City of Sanibel; and,

**WHEREAS**, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local governments to cooperate with one another on matters of mutual interest and advantage, and provide for interlocal agreements between local governments on matters of mutual interest; and,

**WHEREAS**, excessive nutrients (nitrogen and phosphorus) from fertilizer used on urban lawns and landscapes can have a detrimental effect on water quality in Southwest Florida; and,

**WHEREAS**, excess nutrients in storm water runoff can stimulate algae blooms, including drift algae, blue-green algae, and has been implicated in red tide blooms. These blooms can result in harmful impacts to Lee County's beaches, wildlife, and the local economy; and,

**WHEREAS**, increasing awareness among urban fertilizer users of the risk to our local waters from fertilizer runoff and the promotion of the responsible use of fertilizer is a cost effective way of controlling nutrient pollution entering Lee County's waterways and estuaries; and,

**WHEREAS**, the Parties agree that it is in the public's interest to create a public outreach campaign that would continue to educate the public on the link between fertilizer use and the potential for the misuse of fertilizers to adversely impact water quality in Southwest Florida; and,

**WHEREAS**, financial contributions to support this public outreach campaign are being provided by Lee County and the City of Sanibel, together with a consortium of other local governments, business groups and environmental groups including City of Bonita Springs, City of Fort Myers, Town of Fort Myers Beach, City of Cape Coral, Charlotte County, South Florida

Water Management District, Sanibel-Captiva Islands Chamber of Commerce, Inc. and Sanibel-Captiva Conservation Foundation, Inc.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

**SECTION I**                    **INCORPORATION OF RECITALS**

The Recitals as set forth above are incorporated into the terms of this Agreement as if set out herein at length.

**SECTION II**                    **PURPOSE**

The purpose of this Agreement is to coordinate the efforts of Lee County, the City of Sanibel, and a consortium of other local governments, local business groups and environmental groups (specifically including City of Bonita Springs, City of Fort Myers, Town of Fort Myers Beach, City of Cape Coral, Charlotte County, South Florida Water Management District, Sanibel-Captiva Islands Chamber of Commerce, Inc. and Sanibel-Captiva Conservation Foundation, Inc.) who are partnering on a public education campaign to engage and educate the citizens of Southwest Florida on the responsible use of fertilizers. This educational campaign will include several different educational and outreach components utilizing print, radio, TV, web, and social media to deliver the message. The primary goal of this Campaign is to educate citizens on the connection between excessive fertilizer use in commercial and urban landscapes and its resulting impact on our coastal water quality and economy. The broad-based outreach effort will seek to inform and educate the public about how nutrient loading affects our waters and the link between improved water quality and the implementation of proper fertilizer use and associated best management practices.

**SECTION III**                    **PUBLIC OUTREACH AND EDUCATION CAMPAIGN**

1. The City and the County will establish a Public Outreach and Education Campaign (hereinafter the “Campaign”) to accomplish the Purpose of this Agreement. The Campaign efforts will include the selection of a contractor that will develop a Campaign strategy that will include, at a minimum, the following:

- a. the use of standard public relations activities such as media relations, social media, community relations, etc.
- b. the use of broadcast and print tools deemed necessary including TV/radio PSA production, print collateral material and point of purchase displays.
- c. the use of creative ideas for incentives to promote the goals of this Agreement.

2. The Campaign objectives will include, but are not limited to, the following:

- a. To develop a comprehensive Campaign that utilizes existing public information that promotes proper landscape maintenance and fertilizer application;
  - b. To increase awareness, generate support and affect a positive change in the public's attitudes and habits regarding fertilizer application and water quality;
  - c. To effectively motivate consumers to take specific actions to adopt long-term landscaping best management practices that will evolve into sustainable, permanent landscaping best management practices;
  - d. To improve fertilizer efficiency, and prevent and curtail improper fertilizer and landscape techniques that can cause environmental degradation; and,
  - e. To build a network of public and private partners that will work together to achieve the most effective and cost-efficient Landscape/Fertilizer Campaign.
3. The primary and secondary target markets of the campaign will be:
- a. Permanent and seasonal residents of Southwest Florida;
  - b. The professional "green industry," including, but not limited to, landscape maintenance contractors, nurserymen, horticulturists, home improvement retailers, professional groundskeepers;
  - c. Community leaders who have the potential of influencing public opinion;
  - d. Key media sources representing print publications and broadcast stations that effectively reach the identified target audiences;
  - e. Homeowner associations and property managers;
  - f. The development industry, including, but not limited to, building contractors, homebuilders, developers; and,
  - g. Educators, major employers, utilities and other entities that have the potential to disseminate education information on proper landscape maintenance/fertilizer application practices, and water quality issues.

#### **SECTION IV            CITY OBLIGATIONS**

1. The City will contribute an amount not to exceed \$75,000 for costs incurred in association with the implementation of the Campaign. The City's contribution will consist of \$37,000 in funds paid directly from the City and \$38,000 in financial contributions received by the City from other local governments, business groups, and nongovernmental organizations, specifically including City of Bonita Springs, City of Fort Myers, Town of Fort Myers Beach, City of Cape Coral, Charlotte County, South Florida Water Management District, Sanibel-Captiva Islands Chamber of Commerce, Inc. and Sanibel-Captiva Conservation Foundation, Inc.

The City's total contribution (direct and third party financial contributions) must be paid to the County no later than 30 days prior to execution of a contract with the contractor selected by the Parties.

2. The City agrees to provide staff support and assistance with the management of the Campaign as needed. City Staff will assist the County in creating a selection committee comprised of six members. The City will appoint two members as representatives of the City of Sanibel and a third member from one of the other local governments providing a financial contribution. Committee members may not have a material interest in the selection of the contractor.

## **SECTION V**                    **COUNTY OBLIGATIONS**

1. The County will contribute an amount not to exceed \$75,000 for costs incurred in association with the implementation of the Campaign.

2. The County will solicit contractors for creation and implementation of the Campaign through the County's procurement process.

3. County Staff will assist the City in creating a selection committee comprised of six members. The County will appoint three members. Committee members may not have a material interest in the selection of the contractor.

4. The County agrees to be a Party to the Agreement with the selected contractor.

5. The County agrees to serve as the contract manager for the Campaign.

6. The County agrees to include the following criteria into the requirements for selection of a contractor:

- a. The selected contractor must appoint a person or persons to act as a primary contact for the Campaign. The primary contact must be submitted as part of the qualification package. Such appointment shall not be modified without prior written consent of the Parties. The primary contact must be readily available during normal work hours by phone or in person.
- b. The selected contract must develop criteria for measuring the effectiveness of the Campaign.
- c. In addition to any data, reports, records, strategy recommendations, and other documents that the Parties may request, the selected contractor must provide the Parties with a monthly report analyzing Campaign activity and analysis of the effectiveness of the Campaign under the criteria developed by the selected contractor
- d. The selected contractor must meet with Parties in Fort Myers/Lee County as necessary.

**SECTION VI            TERMINATION**

The Parties may agree at any time to terminate this Agreement. If a qualified contractor is not selected by the Parties or an Agreement cannot be reached with the contractor that is selected for the Campaign, the Agreement will be void. Any contributions received prior to termination will be applied toward any funds expended by the Parties on a pro rata basis. Any remaining contributions will be returned to the entity that provided the funds.

**SECTION VII            AMENDMENT TO AGREEMENT**

This Interlocal Agreement may only be amended as provided for herein, with the express consent of both Parties and executed with the same formality and dignities as this original Agreement.

**SECTION VIII            INTERPRETATION OF AGREEMENT**

This Interlocal Agreement shall be construed and interpreted pursuant to Florida law. Venue for any disputes between the Parties arising under this Interlocal Agreement shall be the Twentieth Judicial Circuit Court, in and for Lee County, Florida.

**SECTION IX            INTEGRATION OF DOCUMENT**

This Interlocal Agreement, including any incorporated exhibits or amendments, constitutes the entire Agreement between the Parties and shall supersede and control over any or all prior Agreements or understandings, either written or oral, relating to the matters herein.

**SECTION X            NOTICE PROVISIONS**

All notices or demands are deemed to have been given or made when delivered in person or delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective Parties as follows:

- |                   |                                                                                                                        |
|-------------------|------------------------------------------------------------------------------------------------------------------------|
| If to City:       | City of Sanibel<br>Natural Resources Department<br>800 Dunlop Road<br>Sanibel, Florida 33957<br>Attention: James Evans |
| If to Lee County: | Lee County<br>Natural Resources Division<br>1500 Monroe Street<br>Fort Myers, FL 33901<br>Attention: Kurt Harclerode   |

The address to which any notice or demand may be given to either party may be changed in writing.

**SECTION XI      EFFECTIVE DATE**

This Agreement will be effective on the last date signed by the Chair or Vice-Chair of the Board of County Commissioners of Lee County, Florida, or City Council.

**SECTION XII      ATTORNEY'S FEES AND COSTS**

If either Party brings or commences legal action or proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to recover the costs and expenses of litigation, including reasonable attorneys' fees.

**SECTION XIII      MISCELLANEOUS**

1. The Parties represent that they have full authority to enter into and execute this Interlocal Agreement.
2. The terms and conditions of this Interlocal Agreement shall extend to and bind the successors and assigns of the County and the City.
3. The drafting of this Interlocal Agreement has been a joint endeavor between the Parties and shall not, solely as a matter of judicial construction, be interpreted more strictly against one Party than the other.
4. The invalidity of any provision hereof as may be found by a court of competent jurisdiction shall in no way affect or invalidate the remaining provisions of the Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused these presents to be executed on the day and year first written above.

**CITY OF SANIBEL  
City Council**

ATTEST:  
City Clerk  
City of Sanibel

By: \_\_\_\_\_  
Kevin Ruane, Mayor

By: \_\_\_\_\_  
Pamela Smith

Approved As To Form

By: \_\_\_\_\_  
Kenneth B. Cuyler, City Attorney



ATTEST:  
CLERK OF CIRCUIT COURT  
Linda Doggett, Clerk

**LEE COUNTY, FLORIDA**  
**Board of County Commissioners**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair

Approved As To Form

By: \_\_\_\_\_  
County Attorney's Office

## Standard 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)

- 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

- d. **Errors and Omissions** - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

\$1,000,000 combined single limit (CSL) of BI and PD

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

**Verification of Coverage:**

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

- a. The certificate holder shall read as follows:

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

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

**Special Requirements:**

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.



# LEE COUNTY

SOUTHWEST FLORIDA

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.**

**DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

**NOTE:** This form must be signed by the person who will sign, or has signed the Proposal/Quote Form. This form will become part of the contract documents.

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ \_\_\_\_\_ MINORITY/ \_\_\_\_\_ WOMEN/ \_\_\_\_\_  
(Check appropriate designation)

DESCRIPTION OF WORK: \_\_\_\_\_

SUBCONTRACTOR'S NAME: \_\_\_\_\_

EST. DOLLAR VALE OF PROPOSED WORK: \_\_\_\_\_

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ \_\_\_\_\_ MINORITY/ \_\_\_\_\_ WOMEN/ \_\_\_\_\_  
(Check appropriate designation)

DESCRIPTION OF WORK: \_\_\_\_\_

SUBCONTRACTOR'S NAME: \_\_\_\_\_

EST. DOLLAR VALE OF PROPOSED WORK: \_\_\_\_\_

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ \_\_\_\_\_ MINORITY/ \_\_\_\_\_ WOMEN/ \_\_\_\_\_  
(Check appropriate designation)

DESCRIPTION OF WORK: \_\_\_\_\_

SUBCONTRACTOR'S NAME: \_\_\_\_\_

EST. DOLLAR VALE OF PROPOSED WORK: \_\_\_\_\_

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ \_\_\_\_\_ MINORITY/ \_\_\_\_\_ WOMEN/ \_\_\_\_\_  
(Check appropriate designation)

DESCRIPTION OF WORK: \_\_\_\_\_

SUBCONTRACTOR'S NAME: \_\_\_\_\_

EST. DOLLAR VALE OF PROPOSED WORK: \_\_\_\_\_

TOTAL VALE OF ALL DBE/MINORITY/WOMEN SUBCONTRACT WORK: \$ \_\_\_\_\_

ESTIMATED TOTAL PERCENT (%) TO BE UTILIZIED: \_\_\_\_\_ %

\_\_\_\_\_  
CONTRACTOR NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

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
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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 read carefully and return with your bid proposal. 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 Management  
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.)
- \_\_\_\_\_ 20. If submitting a "NO BID" please write Solicitation 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:  
\_\_\_\_\_  
\_\_\_\_\_