

Original



PROJECT NO.: IFB150132
OPEN DATE: FEBRUARY 12, 2015
AND TIME: 2:30 P.M.
PRE-BID DATE: N/A
AND TIME: N/A
LOCATION: N/A

REQUEST FOR QUOTATIONS

TITLE: THE ANNUAL PURCHASE OF FERTILIZERS FOR DOT

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

MAILING ADDRESS
P.O. BOX 398
FORT MYERS, FL 33902-0398

PHYSICAL ADDRESS
1825 Hendry St 3rd Floor
FORT MYERS, FL 33901

BUYER: MARY PATTERSON
BUYER
PHONE NO.: (239) 533- 5876
EMAIL: mpatterson@leegov.com

GENERAL CONDITIONS

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

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

1. **SUBMISSION OF QUOTE:**

- a. Bids must be sealed in an envelope, and the outside of the envelope must be marked with the following information:
 - 1. Marked with the words "Sealed Bid"
 - 2. Name of the firm submitting the bid
 - 3. Title of the bid
 - 4. Bid number

- b. The Bid must be submitted in duplicate as follows:
 - 1. The original consisting of the Lee County solicitation forms completed and signed.
 - 2. A copy of the original solicitation forms for the Director.

- c. The following must be submitted along with the solicitation in a separate envelope. This envelope must be marked as described above, but instead of marking the envelope as "Sealed Bid", please indicate the contents; i.e., literature, drawings, submittals, etc. This information must be submitted in duplicate.
 - 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your bid; i.e., required submittals, literature, technical data, financial statements.
 - 2. Warranties and guarantees against defective materials and workmanship.

- d. **BIDS RECEIVED LATE:** It is the vendor's responsibility to ensure the bid is received by the Division of Procurement Management prior to the opening date and time specified. Any bid received after the opening date and time will be promptly returned to the vendor unopened. Lee County will not be responsible for bids received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.

- e. **BID CALCULATION ERRORS:** In the event there is a discrepancy between the total bid amount or the extended amounts and the unit prices bid, the unit prices will prevail and the corrected sum will be considered the bid price.
- f. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in bidder disqualification.
- g. **WITHDRAWAL OF BID:** No bid may be withdrawn for a period of 90 days after the scheduled time for receiving bids. A bid may be withdrawn prior to the bid-opening date and time. Such a request to withdraw must be made in writing to the Procurement Management Director, who will approve or disapprove of the request.
- h. **COUNTY RESERVES THE RIGHT:** The County reserves the right to exercise its discretion, to waive minor informalities in any bid; to reject any or all bids with or without cause; and/or to accept the bid that in its judgment will be in the best interest of the County of Lee.
- i. **EXECUTION OF BID:** All bids shall contain the signature of an authorized representative of the vendor in the space provided on the quote proposal form. All bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bid shall be initialed.
- j. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or quote price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the bid.

2. **ACCEPTANCE**

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

3. **SUBSTITUTIONS**

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equal quality. However, if a product other than that specified is bid, it is the vendor's responsibility to name such product with his bid and to prove to the County that said product is equal to the product specified. Lee County **shall** be the sole judge as to whether a product being offered by the vendor is actually equivalent to the

one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation will require a specific product only, as stated in the detailed specifications.)

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

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

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

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

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

6. **PRE-BID CONFERENCE**

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

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

7. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

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

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

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

8. **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.

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

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

10. **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.

11. **MISCELLANEOUS**

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

12. **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.

13. **AUTHORITY TO PIGGYBACK**

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

14. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

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

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

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

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

d) **Anti-Discrimination**

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

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

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

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

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

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

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

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

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

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

15. **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.

16. **DRUG FREE WORKPLACE**

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

17. **REQUIRED SUBMITTALS**

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

18. **TERMINATION**

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

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

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

19. **CONFIDENTIALITY**

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

20. **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.

21. **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.

22. **CONFLICT OF INTEREST**

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

The County is prohibited from soliciting a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.

And:

A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary contractor/consultant or a prominent member of the team, cannot be selected or retained, as the primary contractor/consultant or a named member of the contracting/consulting team, to perform project design, engineering, or construction services for subsequent phases or scopes of work for this project. Pursuant to FS. S. 287.057(17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.

Should your response be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the submittal from consideration for this project.

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR
ANNUAL PURCHASE OF FERTILIZERS FOR DOT

DATE SUBMITTED: 2/6/15

VENDOR NAME: John Deere Landscapes

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: None

GRAND TOTAL (TOTAL OF SECTIONS A & B):
\$ 13.43

NOTE: DUE TO VARIOUS SIZES OF THE CONTAINERS THE COUNTY WILL USE EITHER A PER GALLON PRICE OR A PER POUND PRICE FOR AWARD.

PLEASE QUOTE PRICES FOR THE FOLLOWING FERTILIZERS:

SECTION A:

LIQUID FERTILIZER - 18-3-6 MIX:
TOTAL NITROGEN (N) 18.00% (MAXIMUM)
AVAILABLE PHOSPHATE (P2O5)..... 3.00% (MAXIMUM)
SOLUBLE POTASH (K2O)..... 6.00% (MINIMUM)

SECTION A - TOTAL COST PER GALLON: \$ 12.95

SPECIFY PRODUCT NAME & MIX: 052447 Green Flo 18-3-6 50% CRN

MANUFACTURER: LESCO

NUMBER OF GALLONS PER CASE: 2 x 2.5gals = 5gallons

MINIMUM NUMBER OF CASES FOR DELIVERY: 1

THE COST PER GALLON SHALL BE THE SAME WHETHER THE PRODUCT IS PURCHASED INDIVIDUALLY SINGLE GALLON OR IN A CASE LOT.

SECTION B:

GRANULAR FERTILIZER—8-2-12-4 MIX:

- TOTAL NITROGEN (N)..... 8.00% (100% SLOW RELEASE)
- PHOSPHATE (P2O5) 2.00%
- POTASH (K2O)..... 12.00% (100% SLOW RELEASE)
- MAGNESIUM (MG)..... 4.00% (100% SLOW RELEASE)
- MANGANESE (MN)..... 2.00% +/- .5%
- BORON (B) 0.10-0.15% (SLOW RELEASE)
- IRON (FE)..... 2.00% +/- .5% (IF CHELATED FORMS NOT USED)

SECTION B - TOTAL COST PER POUND: \$ 0.484

SPECIFY PRODUCT NAME & MIX: 098620 12-2-14 75% Poly Plus 4.5 Fe 2 Mg 2.5 Mn

MANUFACTURER: DESCO

SIZE OF BAG QUOTED: 50 lb LBS.

NOTE: LEE COUNTY DOT PREFERS A 50 LB BAG.

NUMBER OF BAGS PER PALLET: 40

MINIMUM NUMBER OF PALLETS FOR DELIVERY: 1

THE COST PER POUND SHALL BE THE SAME WHETHER THE PRODUCT IS PURCHASED INDIVIDUALLY (SINGLE BAG) OR IN A PALLET LOT.

TO BE STARTED WITHIN 3-5 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

WILL YOU DELIVER WITH YOUR OWN VEHICLE AS OPPOSED TO COMMON CARRIER?
 YES X NO _____ *Full truckloads will be common carrier. Smaller will be from company trucks.*

Bidders 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 bidder being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
THE ANNUAL PURCHASE OF FERTILIZERS FOR DOT**

SCOPE

The intent of this quote is to establish a contract to allow DOT Operations to purchase fertilizers on an annual basis. The County estimates spending approximately \$50,000 to \$70,000 annually.

TERM OF AWARD

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

DELIVERY REQUIREMENTS

Bids are to be based on firm prices delivered F.O.B. to any location in Lee County as directed.

BASIS OF AWARD

The basis of award for this bid will be low bidder or bidders (per individual price) meeting all specification requirements either by section or overall (GRAND TOTAL – SECTIONS A and B) whichever is in the best interest of Lee County.

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).

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

Lee County reserves the right to negotiate pricing in the event that any of the listed items are discontinued and a replacement is needed.

Lee County reserves the right to negotiate pricing if we want to add any other fertilizers to the list.

PRICE ESCALATION/DE-ESCALATION

Offers are submitted with the understanding that no price increases will be authorized for 365 calendar days after the effective date of the contract. Upward price adjustments may be permitted only at the end of this period and only where verified to the satisfaction of the Division of Procurement as provided herein. **However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the County.**

The awarded vendor(s) shall not give less than 30 days advance written notice of a price increase to the Division of Procurement. Any approved price change will be effective only at the beginning of the calendar month following the end of the full 30-day notification period. The vendor shall document the amount and proposed effective date of the change in price. The price change must affect all accounts serviced by the vendor. Documentation shall be supplied with vendor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the County; and (2) verify the amount or percentage of increase which is being passed on to the vendor by others not under the control of the vendor. Failure by the vendor to supply the aforementioned verification with the request for price increase will result in delay of the effective date of such increase. The Division of Procurement may make such verification as deemed adequate. However, an increase, which the Division of Procurement determines is excessive, regardless of any documentation supplied by the vendor, may be cause for cancellation of the contract by the Division of Procurement. The Division of Procurement will notify using agencies and vendor in writing of the effective date of any increase, which is approved. However, the Vendor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Vendor is further advised that price decreases that affect the cost of materials, labor, and transportation are required to be passed on to the County immediately. Failure to do so will result in action to recoup such amounts.

REGULAR DEALER

Quotes will be considered only from firms which qualify as a "regular dealer".

A "regular dealer" means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question.

SUB-CONTRACTORS

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

MINIMUM ORDER QUANTITIES

On the proposal quote form, vendors should specify the minimum order quantity their firm requires for delivery.

DESIGNATED CONTACT

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

CONTRACT

A purchase order will serve as the contract. If your firm will require Lee County to sign a contract of any type, please include that contract with your bid.

ADDITIONAL REQUIREMENTS

Vendors must provide MSDS sheets for all products to be provided. **THESE SHOULD BE PROVIDED WITH YOUR BID PACKAGE.**

Vendor must have written proof of conformance with the stated product specifications via a product data sheet. **THESE SHOULD BE PROVIDED WITH YOUR QUOTE PACKAGE.**

SAMPLE

A sample of your product may be required. Please provide the department with a sample if required to do so.

QUANTITY PRICE BREAKS

If your firm can offer quantity price breaks to Lee County on any items listed, specify item(s), quantity breaks and pricing on company letterhead. The prices offered on the proposal quote form will form the basis of award.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

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)
\$300,000 bodily injury per person
\$500,000 bodily injury per accident
\$300,000 property damage per accident

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

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

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

Verification of Coverage:

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

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

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

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

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.

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: IFB150132 PROJECT NAME: Fert For DOT

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

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

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

Company Name: John Deere Landscapes
Signature: [Handwritten Signature] Title: DIRECTOR Date: 2/6/15

STATE OF Ohio
COUNTY OF Cuyahoga

The foregoing instrument was signed and acknowledged before me this 6th day of February

20 15, by Keith D. McQuinn who has produced
(Print or Type Name)
Personally Known as identification.
(Type of Identification and Number)

[Handwritten Signature]
Notary Public Signature



Printed Name of Notary Public: MONIQUE POTTS
Notary Public - State of Ohio
Recorded in Cuyahoga County
My Commission Expires 2/22/2016

2011-RE-362966
Notary Commission Number/Expiration

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

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

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

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

Lee County Procurement Mgmt.
1825 Hendry St 3rd Floor
Ft. Myers, FL 33901
- 18. The mailing envelope **MUST** be sealed and marked with:
Solicitation Number
Opening Date and/or Receiving Date
- 19. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)

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

John Deere Landscapes
1385 East 36th Street
Cleveland, Ohio 44114

Deer County
Division of Procurement Management
1825 Hendry Street
3rd fl
Fort Myers, FL 33901

Labels/Specifications
Annual Purch of Feet for DOT

IFB 150132

For Due 2/12/15 @ 2:30pm

LESCO®

Green Flo™

18-3-6

NPK Fertilizer Solution with TRIAZONE™ Slow-Release Nitrogen plus Iron

GUARANTEED ANALYSIS

TOTAL NITROGEN (N)	18.00%
9.00% Urea Nitrogen	
9.00% Water Soluble Nitrogen*	
AVAILABLE PHOSPHATE (P ₂ O ₅)	3.00%
SOLUBLE POTASH (K ₂ O)	6.00%
SULFUR (S)	1.00%
1.00% Combined Sulfur (S)	
IRON (Fe) TOTAL	0.10%
0.02% Chelated Iron (Fe)	

DERIVED FROM: Urea, Urea-Triazone Solution, Tetrapotassium Pyrophosphate, Potassium Thiosulfate, Iron Sulfate, Iron HEDTA.

*9.00% Slowly Available Nitrogen from Urea-Triazone™ Solution

According to state law in Maryland, this product may not be applied at an application rate of more than 0.7 lbs. Nitrogen per 1,000 sq. ft.

DO NOT APPLY NEAR WATER, STORM DRAINS, OR DRAINAGE DITCHES. DO NOT APPLY IF HEAVY RAIN IS EXPECTED. APPLY THIS PRODUCT ONLY TO YOUR LAWN/GARDEN.

F1560

Distributed by:

LESCO, Inc.
1385 East 36th Street
Cleveland, OH 44114-4114

LESCO is registered and Green Flo is a trademark of
LESCO Technologies, LLC.
Triazone is a trademark of Tessenderlo Kerley, Inc.

#052447
T front

READ LABEL CAREFULLY

PRECAUTIONARY STATEMENTS: Avoid prolonged or repeated contact with eyes, skin and clothing. Safety goggles or a full face shield should be worn. Wear appropriate protective equipment to protect skin, such as rubber or plastic aprons, rubber gloves and boots. Avoid breathing mist or vapor. Keep containers closed. Wash thoroughly after handling. May cause gastro-intestinal distress if swallowed.

FIRST AID: In case of contact with eyes, immediately flush eyes with water for at least 15 minutes. Seek immediate medical attention if irritation occurs. In case of skin contact, flush skin with water. If irritation occurs, seek immediate medical attention. Remove and wash contaminated clothing before reuse. If swallowed, give large amounts of water and induce vomiting by touching back of throat with finger unless unconscious. Seek immediate medical attention.

HANDLING AND STORAGE: Minimize skin exposure. Store mini-bulks and smaller containers out of the sun in an area of moderate temperature. Do not re-use containers. Avoid containers, piping or fittings made of copper containing alloys or galvanized metal. Dispose of containers in accordance with local regulations and requirements.

IN CASE OF SPILL: Contain spill and maximize recovery. Keep spill out of water sources. Exercise caution in area of spill for slippery conditions. Dispose of spilled material in accordance with regulatory requirements.

NET WEIGHT:	26.5 lb	12.03 kg
NET VOLUME:	2.5 gal	9.46 l
2.5 gal		

LESCO 12-2-14

GUARANTEED ANALYSIS

TOTAL NITROGEN (N).....	12.00%
0.84% Ammoniacal Nitrogen	
11.16% Urea Nitrogen*	
AVAILABLE PHOSPHATE (P ₂ O ₅).....	2.00%
SOLUBLE POTASH (K ₂ O)**.....	14.00%
MAGNESIUM (Mg).....	2.24%
2.24% Water Soluble Magnesium (Mg)	
SULFUR (S) Total.....	8.41%
8.41% Combined Sulfur (S)	
IRON (Fe).....	4.50%
0.045% Water Soluble Iron (Fe)	
MANGANESE (Mn).....	2.89%
0.12% Water Soluble Manganese (Mn)	

LESCO 12-2-14 Southern Ornamental and Landscape Fertilizer is a product specifically formulated for use on landscape plants. This fertilizer works best in any soil that requires a high nitrogen and potassium fertilizer for proper plant growth.

Apply LESCO 12-2-14 Southern Ornamental and Landscape Fertilizer at the rate of 3½ to 7 pounds of fertilizer per 1,000 sq ft (50' x 20') to flower beds and planting areas. Use a LESCO rotary spreader, chest spreader, or hand application method to apply the fertilizer. Apply two times per year or as needed to maintain plant growth.

For new plantings, the fertilizer may be incorporated into the soil prior to planting or applied to the top of the soil around the plants after planting.

For trees and larger shrubs, apply one pound of this fertilizer per inch of trunk diameter. Spread evenly on the ground around the plant from the outer edge of the leaves inward to the trunk, or 1 – 1½ pounds of fertilizer per 100 sq ft of ornamental bed area. Apply 3-4 times per year.

Apply the fertilizer to dry foliage and water in soon after application for the best results. Wash or brush off walks and painted surfaces following application to avoid discoloration.

CONDITION OF SALE AND LIMITATION OF WARRANTY AND LIABILITY
 NOTICE: Read the entire Directions for Use and Conditions of Sale and Limitation of Warranty and Liability before buying or using this product. If the terms are not acceptable, return the product at once, unopened, and the purchase price will be refunded.

The Directions for Use of this product must be followed carefully and completely. It is impossible to eliminate all risks inherently associated with the use of this product. To the extent consistent with applicable law, Buyer and/or User assume all risks of ineffectiveness or other unintended consequences or damages that may result from conditions outside the control of LESCO, Inc. including but not limited to, such factors as manner of use or application, weather or weather conditions outside the range considered normal at the application site or for the time period in which the product is applied, the presence of other materials, incompatible products, or other influencing factors which are beyond the control of LESCO, Inc. To the extent consistent with applicable law, all such risks shall be assumed by Buyer and/or User, and Buyer and/or User agrees to hold LESCO, Inc. harmless for any claims relating to such factors.

LESCO, Inc. warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the Directions for Use, subject to the inherent risks referred to above, when used in accordance with the Directions for Use under normal use conditions. To the extent consistent with applicable law, this warranty does not extend to the use of this product contrary to label instructions, or under abnormal conditions or under conditions not reasonably foreseeable to or beyond the control of LESCO, Inc. and Buyer and/or User assume the risk of any such use. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, LESCO, INC. MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS STATED ABOVE.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE EXCLUSIVE REMEDY OF THE BUYER AND/OR USER AND THE EXCLUSIVE LIABILITY OF LESCO, INC. FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, SHALL BE THE RETURN OF THE PURCHASE PRICE OF THE PRODUCT OR, AT THE ELECTION OF LESCO, INC. REPLACEMENT OF THE PRODUCT, OR IF NOT ACQUIRED BY PURCHASE, REPLACEMENT OF SUCH QUANTITY, TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, IN NO EVENT SHALL LESCO, INC., BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES.

LESCO, Inc. offers this product, and Buyer and/or User accepts it, subject to the foregoing Conditions of Sale and Limitation of Warranty and Liability, which may not be modified except by written agreement signed by a duly authorized representative of LESCO, Inc.

Information concerning the raw materials composing this product can be obtained by writing to: LESCO, Inc., Attn: RA Dept, 1385 East 36th Street, Cleveland, Ohio 44114-4114, referring to the item number found on this bag.

Information regarding the contents and levels of metals in this product is available on the Internet at <http://www.aapfco.org/metals.htm>.

Poly Plus is comprised of Polymer Coated Urea. LESCO and Poly Plus are registered trademarks and the sweeping design is a trademark of LESCO Technologies, LLC. SCOTTS is a registered trademark of The SCOTT Company. Cyclone and Spyrker are registered trademarks of Spyrker Spreaders, LLC. Lely is a registered trademark of C Van Der Lely N.V.

NARRegulatoryWP/Regul Private\Msr\Lbl\ERIEVIEW ADDRESS\Landscape Style Master Lbls\Fertilizer Labels

Rev. 6/26/13 VT

F1560
NET WEIGHT 50 lb (22.7 kg)
 Manufactured for: **LESCO, Inc.**
 1385 East 36th Street
 Cleveland, OH 44114-4114

098620

NOT FOR USE IN CONTAINER NURSERY PRODUCTION

John Deere Landscapes
1385 Ford Road, Street
Coeur d'Alene, Idaho 83814

Lee County
Division of Procurement Management
1825 Hendry Street
3rd fl
Fort Myers, FL 33901

Sealed Box
Annual Purchase of Felt For DOT
Box #: IFB 150132
Paid Due: 2/12/15 @ 2:30 pm

Do not ship liquids, blood, or clinical specimens in this packaging.

1FB150132

Open: 2/21/5 @ 2:30 pm

Extremely Urgent
RT 626
10:30
A
3928
02.10

press

From: (216) 706-9250
Bis Department
John Deere Landscapes
1385 E 39th St
Cleveland, OH 44114

Origin ID: BKLA
FedEx
Express

SHIP TO: (239) 533-5376
Division of Proc. Mngmt.
Lee County
1825 Hendry Street
3rd FL
FORT MYERS, FL 33901

BILL SENDER

Ship Date: 06FEB15
Actual Wt: 0.5 LB
CAD: 106708827/INETS610

Delivery Address Barcode

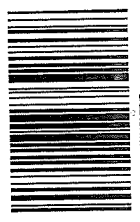
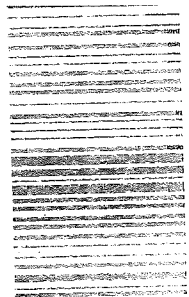
Ref #
Invoice #
Purchase of Fed for DOT
Bid No: FB150132
Dept #

FedEx
TRAK
7728 5799 3928

TRK# 7728 5799 3928
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XH FMYA XH FMYA

John Deere Landscaper



After printing this label:
1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label covers your FedEx account number.

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