



PROJECT NO.: Q-120079

OPEN DATE: JANUARY 18, 2012

AND TIME: 2:30 P.M.

**\*\*\*MANDATORY\*\*\* - SEE ATTACHED NOTE**

PRE-BID DATE: JANUARY 5, 2012

AND TIME: 9:30 A.M.

LOCATION: LEE COUNTY PROCUREMENT  
1825 HENDRY ST 3<sup>rd</sup> FL  
FORT MYERS, FL 33901

**NOTE NEW REQUIREMENT: EFFECTIVE 2/1/12 VENDORS WILL NO LONGER BE RECEIVING A POST CARD TO NOTIFY YOU OF PROJECTS ON THE STREET FOR BIDDING/QUOTING. WE WILL CONTINUE TO ADVERTISE IN THE NEWS PRESS RUNNING THE ADS ON FRIDAYS FOR FORMAL PROJECTS. NEW PROJECTS ARE POSTED ON OUR WEB SITE ON FRIDAYS. IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECTS. OUR WEB ADDRESS IS [WWW.LEE-COUNTY.COM/PROCUREMENTMANAGEMENT](http://WWW.LEE-COUNTY.COM/PROCUREMENTMANAGEMENT) CLICK ON PROJECTS AND OPEN TO VIEW THE PROJECTS.**

# REQUEST FOR QUOTATIONS

(STEP ONE – QUALIFICATIONS)

## TITLE: LANDSCAPE MAINTENANCE FOR DOT ROADWAYS

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

BUYER: KATHY CICCARELLI, CPPB  
PURCHASING AGENT  
PHONE NO.: (239) 533- 5456  
EMAIL: [kcicarelli@leegov.com](mailto:kcicarelli@leegov.com)

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

VENDORS...

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

IT IS THE COUNTY'S POLICY TO START PRE-BIDS PROMPTLY AT THE TIME LISTED ON THE COVER PAGE OF THE SOLICITATION – IN THIS CASE 9:30 A.M. ON THURSDAY, JANUARY 5, 2012.

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

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

**INTRODUCTION**

**OVERVIEW**

Lee County DOT Operations is accepting qualifications from companies interested in providing landscape maintenance service for various Lee County roadways.

**TWO-STEP QUOTE PROCESS**

**NOTE:**

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

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

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

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

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

**STEP ONE - REQUEST FOR QUALIFICATIONS**

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

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

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

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

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

**GENERAL CONDITIONS**

**NOTE NEW REQUIREMENT: EFFECTIVE 2/1/12 VENDORS WILL NO LONGER BE RECEIVING A POST CARD TO NOTIFY YOU OF PROJECTS ON THE STREET FOR BIDDING/QUOTING. WE WILL CONTINUE TO ADVERTISE IN THE NEWS PRESS RUNNING THE ADS ON FRIDAYS FOR FORMAL PROJECTS. NEW PROJECTS ARE POSTED ON OUR WEB SITE ON FRIDAYS. IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECTS. OUR WEB ADDRESS IS WWW.LEE-COUNTY.COM/PROCUREMENTMANAGEMENT CLICK ON PROJECTS AND OPEN TO VIEW THE PROJECTS.**

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

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

1. **SUBMISSION OF QUOTE:**

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
  - 1. Marked with the words “Sealed Quote”
  - 2. Name of the firm submitting the quotation
  - 3. Title of the quotation
  - 4. Quotation number
  
- b. The Quotation shall be submitted in duplicate as follows:
  - 1. The original consisting of the Lee County quote forms completed and signed.
  - 2. A copy of the original quote forms for the Director.
  
- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as “Sealed Quote”, please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.

1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
  2. Warranties and guarantees against defective materials and workmanship.
- 
- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".
  - e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Procurement Management prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
  - f. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
  - g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).
  - h. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Director, who will approve or disapprove of the request.
  - i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
  - j. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. **ACCEPTANCE**

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

3. **SUBSTITUTIONS**

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

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

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

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

7. **BIDDERS LIST MAINTENANCE**

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

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

8. **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 quote.

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 contractors or quoters should include in their quote all sales or use taxes, which they will pay when making purchases of material or subcontractor’s services.

9. **LEE COUNTY BID PROTEST PROCEDURE**

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

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

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

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

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

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

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

The Formal Written Protest shall contain the following:



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

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

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

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

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

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

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

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

10. **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.

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

Quotes will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Quoters shall have adequate organization, facilities, equipment, and personnel to ensure prompt and

efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject quotes where evidence submitted or investigation and evaluation indicates an inability of the quoter to perform.

12. **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.

13. **MISCELLANEOUS**

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

14. **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.

15. **AUTHORITY TO PIGGYBACK**

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

16. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

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

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

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

d) **Anti-Discrimination**

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

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

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to 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.

17. **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.

18. **DRUG FREE WORKPLACE**

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

19. **REQUIRED SUBMITTALS**

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

20. **TERMINATION**

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

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

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

21. **CONFIDENTIALITY**

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

22. **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.

23. **INSURANCE (AS APPLICABLE)**

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

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

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

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

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

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

The undersigned acknowledges receipt of Addenda numbers:

\_\_\_\_\_

**IN ORDER FOR YOUR QUOTATION TO BE CONSIDERED, VENDORS SHOULD COMPLETE AND RETURN PAGES 15, 16, 20, 21, 22, 23, 32, 33, 34, 35, 40 and 41.**



ANTI-COLLUSION STATEMENT

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

REVISED: 4/16/10

**LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR  
LANDSCAPE MAINTENANCE FOR DOT ROADWAYS  
  
(STEP ONE – QUALIFICATIONS)**

SCOPE

The intent of this quote is to provide mowing and median and roadside landscape maintenance for various sites throughout Lee County.

TWO-STEP QUOTATION PROCESS

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

**Step One will require interested vendors to submit the qualifications of their company; this process involves the completion and return of pages 15, 16, 20, 21, 22, 23, 32, 33, 34, 35, 40 and 41.**

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

STEP ONE – REQUEST FOR QUOTATIONS - QUALIFICATIONS

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

STEP TWO – REQUEST FOR QUOTATIONS – PRICES

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

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact with DOT. This person or back-up shall be readily available during normal work hours by

phone or in person, and shall be knowledgeable of the terms and procedures involved in this quotation.

CONTRACTS/AGREEMENTS

The purchase order will serve as the contract agreement for this quotation. If your firm will require Lee County to sign any type of contract and/or agreement as part of this purchase, please include a copy of these documents with Step One of the quotation. The County reserves the right to reject any documents that may be submitted.

METHOD OF PAYMENT

The payment will be made to the vendor in twelve (12) monthly installments, after receipt of an invoice from the vendor at the end of each time period of one (1) month. The invoice must list the dates mowed and cost per mow. The maintenance charged for the month should also be for the previous month's service period and the cost per month for maintenance should also be listed...

ASSIGNMENT OF THIS CONTRACT

The awarded quoter shall not assign, transfer or sub-contract any portion of this agreement. **No sub-contractors are to be used for this quote without DOT's permission.**

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.

REQUIRED SUBMITTALS

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

**THE FOLLOWING PAGES ARE REQUIRED TO BE SUBMITTED WITH STEP ONE OF THIS QUOTATION**

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VENDOR QUALIFICATIONS

To qualify for consideration as a qualified vendor, a vendor must meet certain designated minimum experience and qualifications. The minimum qualifications are outlined in the following sections. A vendor must also demonstrate that he/she is financially qualified.

**NOTE: IN ORDER TO QUALIFY TO PROCEED AND HAVE STEP 2 OPENED AND HAVE THEIR PRICING CONSIDERED; A “PASS” MUST BE OBTAINED FOR ALL OF THE EVALUATION CRITERIA – SEE “SAMPLE A – EVALUATION SHEETS FOR REQUEST FOR QUALIFICATIONS”.**

**REQUIRED SUBMITTALS FOR THIS RFQ ARE AS FOLLOWS:**

**CRITERIA ONE – COMPANY HISTORY**

1. Please give us a brief history of your company. The vendor must have a minimum of five (5) years experience in landscape maintenance and mowing of medians and roadways. Tell us about your business such as the year started, your location, how many employees you have and the different types of work that you do, etc.

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**CRITERIA TWO – LICENSING AND CERTIFICATE REQUIREMENTS**

**PESTICIDE AND RIGHT OF WAY LICENSES**

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

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

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

MAINTENANCE OF TRAFFIC CERTIFICATION

Provide proof of certificates of all those who have a National Safety Council Course on Work Zone Safety and received an Intermediate Maintenance of Traffic Certification and will be working on the various projects. Please remember that there must always be a worker with an IMOT and the ability to be able to carry out the procedures at every worksite. You must have an IMOT Certificate at the time you submit your bid. Please include a copy of all the certificates. All certifications must remain valid during this contract. The County must be notified of any changes that take place immediately and copies of the new employee's certifications must be furnished.

NAME

TYPE OF LICENSE

_____	_____
_____	_____
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CERTIFICATE OF TRAINING BEST MANAGEMENT PRACTICES

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

NAME

CERTIFICATE NUMBER

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**CRITERIA THREE– INSURANCE REQUIREMENTS**

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

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

**INSURANCE REQUIREMENTS**

NOTE: Your certificate of insurance must meet the following requirements:

Requirement #1:

The Lee County Board of County Commissioners shall be added as an additional insured on the comprehensive general liability policy

Requirement #2:

Certificate holder shall be listed as follows:

Lee County Board of County Commissioners  
C/O Lee County Purchasing  
P.O. Box 398  
Fort Myers, FL 33902-0398

Requirement #3:

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

1. Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendor's interest or liabilities, but are merely minimums.*

- a. 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. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:

\$500,000 per accident

- \$500,000 disease limit
  - \$500,000 disease limit per employee
- b. Commercial General Liability - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and exposures with minimum limits of:
  - \$500,000 bodily injury per person (BI)
  - \$1,000,000 bodily injury per occurrence (BI)
  - \$500,000 property damage (PD) or
  - \$1,000,000 combined single limit (CSL) of BI and PD
- c. 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 bodily injury per person (BI)
  - \$1,000,000 bodily injury per occurrence (BI)
  - \$100,000 property damage (PD) or
  - \$1,000,000 combined single limit (CSL) of BI and PD

*\*The required limit of liability shown in Standard Contract: 1.a; 1.b; 1.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."*

2. Verification of Coverage:

- a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
  - 1. ***"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.***
  - 2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

3. Special Requirements:

- a. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

To the fullest extent permitted by applicable law, Contractor shall protect, defend, indemnify, save and hold the County, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the Contractor resulting from the Contractor's work as further described in this contract, which may arise in favor of any person or persons resulting from the Contractor's performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the County, its officials, commissions, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended. Further, Contractor hereby agrees to indemnify the County for all reasonable expenses and attorney's fees incurred by or imposed upon the County in connection therewith for any loss, damage, injury or other casualty. Contractor additionally agrees that the County may employ an attorney of the County's own selection to appear and defend any such action, on behalf of the County, at the expense of the Contractor. The Contractor further agrees to pay all reasonable expenses and attorney's fees incurred by the County in establishing the right to indemnity.

**CRITERIA FOUR- PERFORMANCE BOND**

**NOTE: REQUIRED SUBMITTAL**

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

**If your total bid is under \$100,000 we will not require a bond. If you are awarded a section of the bid that is under \$100,000 you will not have to furnish a bond. If you are awarded more than one section and they total over a \$100,000 then you must furnish us with a bond.**

**PERFORMANCE BOND**

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

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

**QUALIFICATIONS OF SURETY COMPANIES**

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

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

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

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

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

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

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

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

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

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

Surety must have fulfilled all of its obligations on all other bonds previously given to the County.

Surety must have a minimum underwriting limitation of \$5,000,000 published in the latest edition of the Federal Register for Federal Bonds (U.S. Dept. of Treasury).

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

**PERFORMANCE BOND**

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

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

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

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

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

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

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

hereby waive notice of any such changes, extension of time, alterations or additions to the terms of the Contract or to work or to the specifications.

- 6. In no event shall the Surety be liable in the aggregate to Obligee for more than the penalty of its performance bond regardless of the number of suits that may be filed by Obligee.

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

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

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

Authorized Signature (Principal)

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

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

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

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

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

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

as identification.

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

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

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

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

As Attorney in Fact (Attach Power)

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

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

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

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

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

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

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

(Print or Type Name)

who has produced \_\_\_\_\_

(Type of Identification and Number)

as identification.

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

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

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



**CRITERIA FIVE – EXPERIENCE AND REFERENCES**

The vendor should have a minimum of 5 years experience in the maintenance and mowing of roadways in South Florida. Please provide us with a minimum of at least three (3) references. The services provided to these clients should have characteristics as similar as possible to those we are requesting. Please include:

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

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

**REFERENCE #1**

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

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

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

**REFERENCE #2**

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

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

\_\_\_\_\_

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

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

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

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

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

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

**REFERENCE #3**

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

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

\_\_\_\_\_

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

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

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

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

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\_\_\_\_\_

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

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



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

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**REFERENCE CHECK FOR CATEGORY ONE:  
ROADWAY MAINTENANCE AND MOWING**

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

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

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

2. How long have they provided this maintenance for your facility?  
\_\_\_\_\_

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

4. Approximately how large is the area serviced? How many acres?  
\_\_\_\_\_

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

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

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

8. How would you rate the vendor's response time to your requests?  
Excellent\_\_\_\_\_ Satisfactory\_\_\_\_\_ Poor\_\_\_\_\_

9. Has the vendor ever started a job and not completed it?  
Yes\_\_\_\_\_ No\_\_\_\_\_



12. Would you recommend contracting with this vendor?

Yes\_\_\_\_\_

No\_\_\_\_\_

If No, please explain:

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OVERALL COMMENTS:

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NAME OF REFERENCE CALLED:

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

**EVALUATION SHEET FOR:  
CATEGORY ONE – ROADWAY MAINTENANCE AND MOWING**

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

CRITERIA ONE – COMPANY HISTORY

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

CRITERIA TWO – LICENSING AND CERTIFICATE REQUIREMENTS

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

CRITERIA THREE – INSURANCE REQUIREMENTS

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

CRITERIA FOUR – PERFORMANCE BOND

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

CRITERIA FIVE – EXPERIENCE AND REFERENCES

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

CRITERIA SIX – EQUIPMENT – OWNED OR LEASE

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

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



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  
Date

Title

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.**

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 Quote has been signed.
- \_\_\_ 2. The Quote prices offered have been reviewed.
- \_\_\_ 3. The price extensions and totals have been checked.
- \_\_\_ 4. The original (must be manually signed) and 1 additional copy of the quote has been submitted.
- \_\_\_ 5. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- \_\_\_ 6. All modifications have been acknowledged in the space provided.
- \_\_\_ 7. All addendums issued, if any, have been acknowledged in the space provided.
- \_\_\_ 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- \_\_\_ 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- \_\_\_ 10. Any Delivery information required is included.
- \_\_\_ 11. Affidavit Certification Immigration Signed and Notarized
- \_\_\_ 12. The mailing envelope has been addressed to:
 

<b>MAILING ADDRESS</b> Lee County Procurement Mgmt. P.O. Box 398                      or Ft. Myers, FL 33902-0398	<b>PHYSICAL ADDRESS</b> Lee County Procurement Mgmt. 1825 Hendry St 3 <sup>rd</sup> Floor Ft. Myers, FL 33901
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- \_\_\_ 13. The mailing envelope **MUST** be sealed and marked with:  
     Quote Number  
     Opening Date and/or Receiving Date
- \_\_\_ 14. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)
- \_\_\_ 15. If submitting a "NO BID" please write quote number here \_\_\_\_\_  
     and check one of the following:  
     \_\_\_\_\_ Do not offer this product      \_\_\_\_\_ Insufficient time to respond.  
     \_\_\_\_\_ Unable to meet specifications (why)  
     \_\_\_\_\_ Unable to meet bond or insurance requirement.  
     Other: \_\_\_\_\_

Company Name and Address:  
 \_\_\_\_\_  
 \_\_\_\_\_



PROJECT NO.: Q-120079

OPEN DATE: JANUARY 18, 2012

AND TIME: 2:30 P.M.

**\*\*\*MANDATORY\*\*\* - SEE ATTACHED NOTE**

PRE-BID DATE: JANUARY 5, 2012

AND TIME: 9:30 A.M.

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

**NOTE NEW REQUIREMENT: EFFECTIVE 2/1/12 VENDORS WILL NO LONGER BE RECEIVING A POST CARD TO NOTIFY YOU OF PROJECTS ON THE STREET FOR BIDDING/QUOTING. WE WILL CONTINUE TO ADVERTISE IN THE NEWS PRESS RUNNING THE ADS ON FRIDAYS FOR FORMAL PROJECTS. NEW PROJECTS ARE POSTED ON OUR WEB SITE ON FRIDAYS. IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECTS. OUR WEB ADDRESS IS [WWW.LEE-COUNTY.COM/PROCUREMENTMANAGEMENT](http://WWW.LEE-COUNTY.COM/PROCUREMENTMANAGEMENT) CLICK ON PROJECTS AND OPEN TO VIEW THE PROJECTS.**

# REQUEST FOR QUOTATIONS

(STEP TWO – QUALIFICATIONS)

## TITLE: LANDSCAPE MAINTENANCE FOR DOT ROADWAYS

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

BUYER: KATHY CICCARELLI  
PURCHASING AGENT  
PHONE NO.: (239) 533- 5456  
EMAIL: [kciccarelli@leegov.com](mailto:kciccarelli@leegov.com)

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

VENDORS...

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

IT IS THE COUNTY'S POLICY TO START PRE-BIDS PROMPTLY AT THE TIME LISTED ON THE COVER PAGE OF THE SOLICITATION – IN THIS CASE 9:30 A.M. ON THURSDAY, JANUARY 5, 2012.

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

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

**GENERAL CONDITIONS**

**NOTE NEW REQUIREMENT: EFFECTIVE 2/1/12 VENDORS WILL NO LONGER BE RECEIVING A POST CARD TO NOTIFY YOU OF PROJECTS ON THE STREET FOR BIDDING/QUOTING. WE WILL CONTINUE TO ADVERTISE IN THE NEWS PRESS RUNNING THE ADS ON FRIDAYS FOR FORMAL PROJECTS. NEW PROJECTS ARE POSTED ON OUR WEB SITE ON FRIDAYS. IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECTS. OUR WEB ADDRESS IS WWW.LEE-COUNTY.COM/PROCUREMENTMANAGEMENT CLICK ON PROJECTS AND OPEN TO VIEW THE PROJECTS.**

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

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

1. **SUBMISSION OF QUOTE:**

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
  - 1. Marked with the words “Sealed Quote”
  - 2. Name of the firm submitting the quotation
  - 3. Title of the quotation
  - 4. Quotation number
  
- b. The Quotation shall be submitted in duplicate as follows:
  - 1. The original consisting of the Lee County quote forms completed and signed.
  - 2. A copy of the original quote forms for the Director.
  
- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as “Sealed Quote”, please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.

1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
  2. Warranties and guarantees against defective materials and workmanship.
- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".
- e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Procurement Management prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- f. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).
- h. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Director, who will approve or disapprove of the request.
- i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. **ACCEPTANCE**

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

3. **SUBSTITUTIONS**

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

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

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

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

7. **BIDDERS LIST MAINTENANCE**

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

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

8. **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 quote.

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 contractors or quoters should include in their quote all sales or use taxes, which they will pay when making purchases of material or subcontractor’s services.

9. **LEE COUNTY BID PROTEST PROCEDURE**

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



award of the formal bid/quote/proposal, shall file with the County's Procurement Management Director or Public Works Director a written "Notice of Intent to File a Protest" not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of a "Notice of Intended Decision" from the County with respect to the proposed award of the formal bid/quote/proposal.

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

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

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

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

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

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

The Formal Written Protest shall contain the following:

- County bid/quote/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.

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

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

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

Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of

County Commissioners its recommendations, which shall include relevant background information related to the procurement.

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

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

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

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

10. **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.

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

Quotes will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Quoters shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any

other action necessary to determine ability to perform is satisfactory, and reserves the right to reject quotes where evidence submitted or investigation and evaluation indicates an inability of the quoter to perform.

12. **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.

13. **MISCELLANEOUS**

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

14. **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.

15. **AUTHORITY TO PIGGYBACK**

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

16. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

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

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

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

d) **Anti-Discrimination**

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

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

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to 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.

17. **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.

18. **DRUG FREE WORKPLACE**

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

19. **REQUIRED SUBMITTALS**

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

20. **TERMINATION**

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

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

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

21. **CONFIDENTIALITY**

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

22. **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.

23. **INSURANCE (AS APPLICABLE)**

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



LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR  
LANDSCAPE MAINTENANCE FOR DOT ROADWAYS

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

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

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

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

**NOTE NEW REQUIREMENT: EFFECTIVE 2/1/12 VENDORS WILL NO LONGER BE RECEIVING A POST CARD TO NOTIFY YOU OF PROJECTS ON THE STREET FOR BIDDING/QUOTING. WE WILL CONTINUE TO ADVERTISE IN THE NEWS PRESS RUNNING THE ADS ON FRIDAYS FOR FORMAL PROJECTS. NEW PROJECTS ARE POSTED ON OUR WEB SITE ON FRIDAYS. IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECTS. OUR WEB ADDRESS IS WWW.LEE-COUNTY.COM/PROCUREMENTMANAGEMENT CLICK ON PROJECTS AND OPEN TO VIEW THE PROJECTS.**

The undersigned acknowledges receipt of Addenda numbers:

\_\_\_\_\_

**SECTION 1: ESTERO PARKWAY**

LANDSCAPE MAINTENANCE:

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

MOWING:

\$ \_\_\_\_\_ PER CYCLE TOTAL x 24 CYCLES = \$ \_\_\_\_\_ TOTAL

MULCHING: (PLEASE REFER TO ROUTINE MAINTENANCE ITEM 5:  
MULCHING FOR INTERVALS. PRICE ON **MULCH ONLY – NO LABOR**)  
DEPENDING ON SITE CONDITIONS MULCHING APPLICATIONS MAY BE  
ADDED OR DELETED.

\$\_\_\_\_\_ PER EVENT x 2 EVENTS PER YEAR = \$\_\_\_\_\_ TOTAL

MULCHING: **LABOR ONLY**

\$\_\_\_\_\_ PER EVENT x 2 EVENTS PER YEAR = \$\_\_\_\_\_ TOTAL

**TOTAL SECTION 1:** \$\_\_\_\_\_

**SECTION 2: IMPERIAL PARKWAY**

LANDSCAPE MAINTENANCE:

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

MOWING:

\$\_\_\_\_\_ PER CYCLE TOTAL x 24 CYCLES = \$\_\_\_\_\_ TOTAL

MULCHING: (PLEASE REFER TO ROUTINE MAINTENANCE ITEM 5:  
MULCHING FOR INTERVALS. PRICE ON **MULCH ONLY – NO LABOR**)  
DEPENDING ON SITE CONDITIONS MULCHING APPLICATIONS MAY BE  
ADDED OR DELETED.

\$\_\_\_\_\_ PER EVENT x 2 EVENTS PER YEAR = \$\_\_\_\_\_ TOTAL

MULCHING: **LABOR ONLY**

\$\_\_\_\_\_ PER EVENT x 2 EVENTS PER YEAR = \$\_\_\_\_\_ TOTAL

**TOTAL SECTION 2:** \$\_\_\_\_\_

**SECTION 3: FOWLER EXTENTION**

LANDSCAPE MAINTENANCE:

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

MOWING:

\$ \_\_\_\_\_ PER CYCLE TOTAL x 24 CYCLES = \$ \_\_\_\_\_ TOTAL

MULCHING: (PLEASE REFER TO ROUTINE MAINTENANCE ITEM 5: MULCHING FOR INTERVALS. PRICE ON **MULCH ONLY – NO LABOR**)  
DEPENDING ON SITE CONDITIONS MULCHING APPLICATIONS MAY BE ADDED OR DELETED.

\$ \_\_\_\_\_ PER EVENT x 2 EVENTS PER YEAR = \$ \_\_\_\_\_ TOTAL

MULCHING: **(LABOR ONLY)**

\$ \_\_\_\_\_ PER EVENT x 2 EVENTS PER YEAR = \$ \_\_\_\_\_ TOTAL

**TOTAL SECTION 3:** \$ \_\_\_\_\_

**SECTION 4: BAYSHORE ROAD/ NE PINE ISLAND RD.**

**A. NE PINE ISLAND RD.**  
**(FDOT ACCESS RD TO N TAMiami TRAIL (BUSINESS 41))**

LANDSCAPE MAINTENANCE:

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

MOWING:

\$ \_\_\_\_\_ PER CYCLE TOTAL x 24 CYCLES = \$ \_\_\_\_\_ TOTAL

MULCHING: (PLEASE REFER TO ROUTINE MAINTENANCE ITEM 5: MULCHING FOR INTERVALS. PRICE ON **MULCH ONLY – NO LABOR**)  
DEPENDING ON SITE CONDITIONS MULCHING APPLICATIONS MAY BE ADDED OR DELETED.

\$ \_\_\_\_\_ PER EVENT x 2 EVENTS PER YEAR = \$ \_\_\_\_\_ TOTAL

MULCHING: **(LABOR ONLY)**

\$ \_\_\_\_\_ PER EVENT x 2 EVENTS PER YEAR = \$ \_\_\_\_\_ TOTAL

**TOTAL PART A:** \$ \_\_\_\_\_

**B.BAYSHORE RD. / NEWPOST DR:**  
**(N TAMIAMI TRAIL (B 41) TO HART RD/NEWPOST DR)**

LANDSCAPE MAINTENANCE:

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

MOWING:

\$ \_\_\_\_\_ PER CYCLE TOTAL x 24 CYCLES = \$ \_\_\_\_\_ TOTAL

MULCHING: (PLEASE REFER TO ROUTINE MAINTENANCE ITEM 5:  
MULCHING FOR INTERVALS. PRICE ON **MULCH ONLY – NO LABOR**)  
DEPENDING ON SITE CONDITIONS MULCHING APPLICATIONS MAY BE  
ADDED OR DELETED.

\$ \_\_\_\_\_ PER EVENT x 2 EVENTS PER YEAR = \$ \_\_\_\_\_ TOTAL

MULCHING: **(LABOR ONLY)**

\$ \_\_\_\_\_ PER EVENT x 2 EVENTS PER YEAR = \$ \_\_\_\_\_ TOTAL

**TOTAL PART B:** \$ \_\_\_\_\_

**C. BAYSHORE RD EAST**  
**(HART RD/NEWPOST DR TO PRITCHETT PKWY)**

LANDSCAPE MAINTENANCE:

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

MOWING:

\$ \_\_\_\_\_ PER CYCLE TOTAL x 24 CYCLES = \$ \_\_\_\_\_ TOTAL

MULCHING: (PLEASE REFER TO ROUTINE MAINTENANCE ITEM 5:  
MULCHING FOR INTERVALS. PRICE ON **MULCH ONLY – NO LABOR**)  
DEPENDING ON SITE CONDITIONS MULCHING APPLICATIONS MAY BE  
ADDED OR DELETED.

\$ \_\_\_\_\_ PER EVENT x 2 EVENTS PER YEAR = \$ \_\_\_\_\_ TOTAL

MULCHING: **(LABOR ONLY)**

\$ \_\_\_\_\_ PER EVENT x 2 EVENTS PER YEAR = \$ \_\_\_\_\_ TOTAL

**TOTAL PART C:** \$ \_\_\_\_\_

**D. BAYSHORE AT I-75**  
**(“CLOVERLEAF” AREAS ADJACENT TO ENTRY AND EXIT RAMPS)**

LANDSCAPE MAINTENANCE:

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

MOWING:

\$ \_\_\_\_\_ PER CYCLE TOTAL x 24 CYCLES = \$ \_\_\_\_\_ TOTAL

MULCHING: (PLEASE REFER TO ROUTINE MAINTENANCE ITEM 5:  
MULCHING FOR INTERVALS. PRICE ON **MULCH ONLY – NO LABOR**)  
DEPENDING ON SITE CONDITIONS MULCHING APPLICATIONS MAY BE  
ADDED OR DELETED.

\$ \_\_\_\_\_ PER EVENT x 2 EVENTS PER YEAR = \$ \_\_\_\_\_ TOTAL

MULCHING: **(LABOR ONLY)**

\$ \_\_\_\_\_ PER EVENT x 2 EVENTS PER YEAR = \$ \_\_\_\_\_ TOTAL

**TOTAL PART D:** \$ \_\_\_\_\_

**TOTAL SECTION 4(PARTS A – D):** \$ \_\_\_\_\_

**SECTION 5: LEE BOULEVARD**

LANDSCAPE MAINTENANCE:

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

MOWING:

\$ \_\_\_\_\_ PER CYCLE TOTAL x 24 CYCLES = \$ \_\_\_\_\_ TOTAL

MULCHING: (PLEASE REFER TO ROUTINE MAINTENANCE ITEM 5:  
MULCHING FOR INTERVALS. PRICE ON **MULCH ONLY – NO LABOR**)  
DEPENDING ON SITE CONDITIONS MULCHING APPLICATIONS MAY BE  
ADDED OR DELETED.

\$ \_\_\_\_\_ PER EVENT x 2 EVENTS PER YEAR = \$ \_\_\_\_\_ TOTAL

MULCHING: **(LABOR ONLY)**

\$ \_\_\_\_\_ PER EVENT x 2 EVENTS PER YEAR = \$ \_\_\_\_\_ TOTAL

**TOTAL SECTION 5:** \$ \_\_\_\_\_

**SECTION 6: SIX MILE CYPRESS**

LANDSCAPE MAINTENANCE:

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

MOWING:

\$ \_\_\_\_\_ PER CYCLE TOTAL x 24 CYCLES = \$ \_\_\_\_\_ TOTAL

MULCHING: (PLEASE REFER TO ROUTINE MAINTENANCE ITEM 5:  
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DEPENDING ON SITE CONDITIONS MULCHING APPLICATIONS MAY BE  
ADDED OR DELETED.

\$ \_\_\_\_\_ PER EVENT x 2 EVENTS PER YEAR = \$ \_\_\_\_\_ TOTAL

MULCHING: **(LABOR ONLY)**

\$ \_\_\_\_\_ PER EVENT x 2 EVENTS PER YEAR = \$ \_\_\_\_\_ TOTAL

**TOTAL SECTION 6:** \$ \_\_\_\_\_

**SECTION 7: HANCOCK BRIDGE PARKWAY**

LANDSCAPE MAINTENANCE:

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

MOWING:

\$ \_\_\_\_\_ PER CYCLE TOTAL x 24 CYCLES = \$ \_\_\_\_\_ TOTAL

MULCHING: (PLEASE REFER TO ROUTINE MAINTENANCE ITEM 5: MULCHING FOR INTERVALS. PRICE ON **MULCH ONLY – NO LABOR**) DEPENDING ON SITE CONDITIONS MULCHING APPLICATIONS MAY BE ADDED OR DELETED.

\$ \_\_\_\_\_ PER EVENT x 2 EVENTS PER YEAR = \$ \_\_\_\_\_ TOTAL

MULCHING: **(LABOR ONLY)**

\$ \_\_\_\_\_ PER EVENT x 2 EVENTS PER YEAR = \$ \_\_\_\_\_ TOTAL

**TOTAL SECTION 7:** \$ \_\_\_\_\_

**SECTION 8: DANIELS PARKWAY**

LANDSCAPE MAINTENANCE:

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

MOWING:

\$ \_\_\_\_\_ PER CYCLE TOTAL x 24 CYCLES = \$ \_\_\_\_\_ TOTAL

MULCHING: (PLEASE REFER TO ROUTINE MAINTENANCE ITEM 5: MULCHING FOR INTERVALS. PRICE ON **MULCH ONLY – NO LABOR**) DEPENDING ON SITE CONDITIONS MULCHING APPLICATIONS MAY BE ADDED OR DELETED.

\$ \_\_\_\_\_ PER EVENT x 2 EVENTS PER YEAR = \$ \_\_\_\_\_ TOTAL

MULCHING: **(LABOR ONLY)**

\$ \_\_\_\_\_ PER EVENT x 2 EVENTS PER YEAR = \$ \_\_\_\_\_ TOTAL

**TOTAL SECTION 8:** \$ \_\_\_\_\_

**SECTION 9: US41 (JAMAICA BAY TO SAN CARLOS)**

LANDSCAPE MAINTENANCE:

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

MOWING:

\$ \_\_\_\_\_ PER CYCLE TOTAL x 24 CYCLES = \$ \_\_\_\_\_ TOTAL

MULCHING: (PLEASE REFER TO ROUTINE MAINTENANCE ITEM 5:  
MULCHING FOR INTERVALS. PRICE ON **MULCH ONLY – NO LABOR**)  
DEPENDING ON SITE CONDITIONS MULCHING APPLICATIONS MAY BE  
ADDED OR DELETED.

\$ \_\_\_\_\_ PER EVENT x 2 EVENTS PER YEAR = \$ \_\_\_\_\_ TOTAL

MULCHING: **LABOR ONLY**

\$ \_\_\_\_\_ PER EVENT x 2 EVENTS PER YEAR = \$ \_\_\_\_\_ TOTAL

PALM FROND PICK-UP

\$ \_\_\_\_\_ PER WEEK X 52 WEEKS = \$ \_\_\_\_\_ TOTAL

**TOTAL SECTION 9:** \$ \_\_\_\_\_

**SECTION 10: GUNNERY RD**

LANDSCAPE MAINTENANCE:

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

MOWING:

\$ \_\_\_\_\_ PER CYCLE TOTAL x 24 CYCLES = \$ \_\_\_\_\_ TOTAL

MULCHING: (PLEASE REFER TO ROUTINE MAINTENANCE ITEM 5:  
MULCHING FOR INTERVALS. PRICE ON **MULCH ONLY – NO LABOR**)  
DEPENDING ON SITE CONDITIONS MULCHING APPLICATIONS MAY BE  
ADDED OR DELETED.

\$ \_\_\_\_\_ PER EVENT x 2 EVENTS PER YEAR = \$ \_\_\_\_\_ TOTAL



MULCHING: **LABOR ONLY**

\$ \_\_\_\_\_ PER EVENT x 2 EVENTS PER YEAR = \$ \_\_\_\_\_ TOTAL

**TOTAL SECTION 10:** \$ \_\_\_\_\_

**SECTION 11: SAN MARCOS AVE/VIETNAM VETERANS PARK**

MOWING:

\$ \_\_\_\_\_ PER CYCLE TOTAL x 24 CYCLES = \$ \_\_\_\_\_ TOTAL

**TOTAL SECTION 11:** \$ \_\_\_\_\_

**GRAND TOTAL (SECTIONS 1 – 11)** \$ \_\_\_\_\_

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

Is your firm interested in being considered for the Local Vendor Preference?

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

If yes, then read the paragraph entitled “Local Vendor Preference” included in these specifications. Also complete the Local Vendor Preference Questionnaire and return with your quotation.

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

Are there any modifications to the quote or specifications:

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

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

REVISED: 5/3/11

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS  
FOR  
LANDSCAPE MAINTENANCE FOR DOT ROADWAYS  
(STEP TWO – PRICING)**

SCOPE

The intent of this quote is to provide median and roadside maintenance and mowing for various sites throughout Lee County. Landscape maintenance work consisting of providing all labor, materials, equipment, permits and incidentals necessary to perform the following:

**SECTION 1: ESTERO PARKWAY**  
**(US 41 TO THREE OAKS PKWY)**

LANDSCAPE MAINTENANCE & MOWING

- MEDIANS ONLY

Maintenance segment length – Approximately 1.8 Miles  
Approximately - 275 trees installed

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

**SECTION 2: IMPERIAL PKWY**  
**(BONITA BEACH RD to COLLIER COUNTY LINE)**

LANDSCAPE MAINTENANCE & MOWING

- MEDIANS ONLY  
INCLUDES:
  - LIGHTED SIGN LANDSCAPE BEDS
  - FLORATAM AREA SOUTH OF SIGN TO COUNTY LINE

Maintenance segment length – Approximately 1.0 Miles  
Approximately - 108 trees installed

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

**SECTION 3: FOWLER EXTENSION**  
**(US 41 TO COLONIAL BLVD)**

LANDSCAPE MAINTENANCE & MOWING

- MEDIANS ONLY

Maintenance segment length – Approximately 1.2 Miles  
Approximately - 78 trees installed

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

**SECTION 4: BAYSHORE ROAD / NE PINE ISLAND RD**

LANDSCAPE MAINTENANCE & MOWING

**A. NE PINE ISLAND RD**  
**(FDOT ACCESS RD TO N TAMIAMI TRAIL [BUSINESS 41])**

- MEDIANS ONLY

Maintenance segment length – Approximately 1.5 Miles

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

**B. BAYSHORE RD / NEWPOST DR**  
**(N TAMIAMI TRAIL [B 41] TO HART RD /NEWPOST DR)**

- NO MEDIANS
- NORTH ROADSIDE : Maintain to sidewalk
- SOUTH ROADSIDE: Limit of landscape or edge of ROW (whichever is greater)

Maintenance segment length – Approximately 1.14 Miles

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

**C. BAYSHORE EAST**  
**(HART RD / NEWPOST RD TO PRITCHETT PKWY)**

- MEDIANS ONLY

Maintenance segment length – Approximately 4.30 Miles

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

**D. BAYSHORE RD at I-75**  
**(‘CLOVERLEAF’ AREAS ADJACENT TO ENTRY AND EXIT RAMPS)**

The mowing and maintenance is within the limits of the landscaping only. Maintenance area consists of six (6) separate landscaped sections, on the east and west side of the interstate overpass, both to the north and the south of S.R. 78.

Approximately 5 Acres  
420 trees installed

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

**SECTION 5: LEE BOULEVARD**  
**(SR82 TO WILLIAMS AVE)**

LANDSCAPE MAINTENANCE & MOWING

- ALL MEDIANS
- SOUTH ROADSIDE: Roadside plantings adjacent to Grandale and Archdale Rds (Across from Lehigh Regional Medical Center)

Maintenance segment length – Approximately 7.60 Miles

**SECTION 6: SIX MILE CYPRESS**  
**(DANIELS RD TO METRO PKWY INCLUDING 1 MEDIAN NORTH OF DANIELS)**

LANDSCAPE MAINTENANCE & MOWING

- MEDIANS ONLY

Maintenance segment length – Approximately 2.05 Miles

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

**SECTION 7: HANCOCK BRIDGE PARKWAY**  
**(SOUTHEAST 24<sup>TH</sup> AVENUE / HUNTER BLVD. TO US 41)**

LANDSCAPE MAINTENANCE & MOWING

- MEDIANS ONLY

Maintenance segment length – Approximately 2.25 mile  
Approximately 210 trees & 3,500 shrubs and ground cover

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

**SECTION 8: DANIELS PKWY**  
**(CHAMBERLAIN PKWY TO GATEWAY BLVD)**

LANDSCAPE MAINTENANCE & MOWING

- MEDIANS ONLY

Maintenance segment length – Approximately 1.65 Miles  
Approximately 227 trees installed  
Approximately 1724 shrubs and ground cover

**Note - This portion of the contract is currently under construction maintenance of the landscaping should begin in April 2012.**

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

**SECTION 9: US 41**  
**(JAMAICA BAY TO SAN CARLOS BLVD)**

LANDSCAPE MAINTENANCE & MOWING

- MEDIANS ONLY
- INCLUDING SMALL MEDIAN ON ISLAND PARK RD ADJACENT TO US 41 INTERCHANGE

Maintenance segment length – Approximately 5 Miles  
Approximately - 249 trees installed  
Approximately 24,641 shrubs and ground cover

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

**SECTION 10: GUNNERY RD**  
**(LEE BLVD TO 1 MEDIAN SOUTH OF SR82)**

LANDSCAPE MAINTENANCE & MOWING

- ALL MEDIANS
- EAST AND WEST ROADSIDES from 27<sup>th</sup> St SW to SR 82: back of curb to sidewalk

Maintenance segment length – Approximately 2.67 Miles

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

**SECTION 11: SAN MARCOS AVE/ VIETNAM VETERANS PARK**

MOWING ONLY

Routine mowing begins at areas adjacent to Midpoint Bridge.

NORTH SIDE: Caloosahatchee River to east edge of pond

SOUTH SIDE: Caloosahatchee River to the curb on San Marcos Ave, **not including utility structures and house located at 8392 San Marcus**. The median located on San Marcos is included in the scope.

Mowing is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this quote.

Mowing segment length – Approximately 2.25 acres around the pond & 4 acres on the south side.

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

**SITE CHANGES**

Lee County may, at their sole discretion, add or delete sections at no change in the unit price of the work as long as the new sections are of a similar nature and the total change per contract area does not increase or decrease the original contract area by more than 25%.



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

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

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

#### ASSIGNMENT OF THIS CONTRACT

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

#### EXAMINATION OF SITES

Lee County suggests that vendors visit the sites of this work and acquaint themselves with the conditions as they exist and the operations to be carried out under this quote. Vendors shall make such investigations as they may see fit so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work under this quote.

#### TERM OF QUOTE

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

#### BASIS OF AWARD

The basis of award for this quote will be low quoter per section or overall (Grand Total) meeting all specification requirements.

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

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

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

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

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

WORKMANSHIP AND INSPECTION

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

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

LOCAL BIDDER'S PREFERENCE

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

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

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

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

CONSUMER PRICE INDEX ADJUSTMENT

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

TOLLS

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

EMERGENCY PHONE NUMBERS

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

WORK SCHEDULE

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

SUPERVISION AND SAFETY

- A. Prior to the repair of planting areas and replacement of plants, ascertain the location of all drains, electrical cable, conduits, utility lines, supply lines and other subsurface structures (**Sunshine Locating Service 1-800-432-4770**), so that proper advance owner notification may be made and precautions may be taken not to disturb or damage any of these elements or improvements. Properly maintain and protect existing utilities. Repair all items damaged by this work at no additional expense to Lee County.
  
- C. Provide the maintenance services in a professional manner. During all maintenance work hours, provide a qualified and competent, English speaking person on site who is authorized to supervise the maintenance operations and to represent and act for the Contractor.
  
- D. The contractor shall videotape in color, the entire site prior to commencement of maintenance contract. Care must be taken to ensure that the site is adequately documented i.e. utility boxes, curb, signs, and condition of existing sod and plants, including any damage such as weed eater blight. This videotape will be used to resolve any disputes. In the event that the site is not properly documented and could have reasonably been done and an issue arises, it will be assumed the contractors responsibility and shall be repaired at no cost to the County. Two copies shall be made, one for the contractor's file and the other to the County representative. Videotapes shall be in the format that may be reviewed in any standard VHS video or DVD recorder without adaptation.

- E. All vehicles and trailers shall have the contractor's name and business phone number clearly displayed during work hours. Also, all vehicles will have a Best Management decal clearly displayed.
- F. Contractors' personnel shall wear appropriate apparel including high visibility safety vest.
- G. It shall be the Contractor's responsibility to maintain safe and efficient pedestrian and vehicular traffic flow through the designated work zone area. The Contractor shall adhere to the applicable federal, state, and local laws, ordinances and regulations. The Contractor shall maintain proper work zones in accordance with the State of Florida, Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Construction and Utility Operations and the Manual on Uniform Traffic Control Devices (M.U.T.C.D.)
- H. The Contractor shall fully adhere to the Federal Occupational Safety and Health Act (OSHA)
- I. Lee County DOT requires that mowing equipment have warning lights or a strobe light installed and operating while in operation. Warning signs that read "Mowers Ahead" and meeting the MUTCD specifications be placed in the right-of-way facing each lane of traffic in both directions. Signage shall be placed at the beginning and ending limits of the project.

#### REPORTING, INSPECTION AND CHECKLIST

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

#### MAJOR BREAKDOWNS/EMERGENCY SERVICES

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

CONTRACT

A purchase order will serve as the contract.

INITIAL SITE VISIT

Before the contractor begins any work, the contractor, a county representative, and the Landscape Maintenance Supervisor shall meet on site to clearly define the limits of landscape, maintenance responsibilities and expectations, and to discuss any relevant landscaping issues.

LANDSCAPE MAINTENANCE MATERIALS

- A. General: Maintenance materials shall meet or exceed the original quality of the site. Submittals of samples and labels are required prior to use.
- B. Water: Use water free from elements toxic to plant or animal life. Obtain water from approved sources. Do not use County retention ponds as water source.
- C. Replacement Plants: Conform to the type, species and Florida # 1 Grades and Standards and size to match existing plants. Replacement plants that are smaller or otherwise differ from the existing plants must have the prior approval of the County's representative.
- D. Mulch: Mulch shall be the same type and quality on site unless otherwise directed by County Representative. The use of Cypress mulch is prohibited by County Administration Code 5-9.
- E. Herbicide: Use herbicides; post-emergent and pre-emergent, selective or nonselective, contact or systemic, recommended for the control of the type of weeds encountered. Herbicides shall be EPA approved. Application of herbicides shall be done under supervision of an applicator licensed by the Florida Department of Agriculture and Consumer Affairs in either the Ornamental and Turf, Natural Areas Weed Management or right-of-way categories. The license shall be available on site for inspection by County staff.

LANDSCAPE MAINTENANCE

Maintain all sod and plantings in a healthy, vigorous and attractive condition. Plant materials shall maintain a Florida #1 quality grade throughout the contract period. Landscape maintenance contractor will provide all labor, materials, equipment, permits, and incidentals necessary to perform the following:

A. MOWING

Mow all Bahia sod areas at a height of three to four inches (3"-4") with a rotary mower. Mowing consists of twenty-four (24) cycles: biweekly in the peak growing months of March through November and at a 3-4 week frequency in the months of December through February, as needed to maintain an attractive, even sodded area. Please refrain from mowing sod clippings into the tree rings where possible. Avoid damage to the tree rings as most contain funny tubing and bubblers. Any irrigation equipment damaged by mowing or trimming will be repaired at the contractor's expense. Mowing wet grass or operating with dull blades shall be avoided. The County reserves the right to add or eliminate a cycle. The county shall contact the Contractor a minimum of one (1) week ahead of scheduled cycle for cancellation. If the Contractor feels that an extra mowing is warranted please notify the Landscape Maintenance Supervisor immediately. Any extra mowing charges submitted without prior approval will be denied.

- MOWING AND EDGING CLEAN-UP.:

Roadway, Parking Lots, curb and gutter, sidewalk and bike paths shall be blown free of clippings in conjunction with mowing and edging events. Do not leave large clumps of grass clippings in the roadways or on sidewalks. **In accordance with the Lee County Fertilizer BMP ordinance section 7, subsection G: grass clippings shall not be directed into storm drains, ditches, conveyances, water bodies, roadways or any other impervious surfaces. All curbs are to be cleaned of mulch debris with each visit to the site.**

- LITTER PICK-UP AND DEBRIS REMOVAL (MOWED AREAS):

Clean-up all litter in sod areas (if applicable), and tree rings within the projects limits during each site visit. Litter and debris shall be removed prior to mowing and any debris thrown or dragged to adjacent property or roadways by mowing operations shall be cleaned-up. Litter and debris shall be removed, and disposed of at a County approved disposal site. No litter shall be left on site after the Contractor departs. There will be no additional cost to Lee County for litter and debris disposal.

Litter and Debris is defined as foreign items within the limits of the project such as, but not limited to, palm fronds, paper, plastic, aluminum, metal, glass, and tires. etc. If an illegal dump is located (defined as: centralized piles of debris, construction materials or large items such as mattresses, or household appliances) within the limits of the project, the contractor is to contact the Landscape Maintenance Supervisor and report the event. The contractor will not be held responsible for the cleanup of illegal dumping.

- EDGING(MOWED AREAS):

Edge adjacent to all walks, buildings, and trees within the limits of the project. Curbing shall be edged on an every other cycle interval. Edging shall be performed with rigid blade edging equipment or manual hand edger leaving a clean straight edge no more than

1" back from curbs, walks, buildings, tree rings, or bed areas. Weed eaters shall not be used for trimming or edging purposes particularly around the trees.

**Tree rings and bed areas shall be repaired and restored when disturbed by the mowing function or by irrigation washouts, at no additional cost to the County. Any trees or shrubs damaged from errant string trimmer or careless mowing will be replaced with like size, Florida #1 grade material at the cost of the Contractor.**

## B. LANDSCAPE MAINTENANCE

### 1. WEEDING:

Landscaped beds and mulched areas shall be weed-free. Remove weeds and grasses from around and near all sign posts, utility poles, guy wires, benches, fence lines, guardrails, or any other obstructions within the limits of the project. When mowing of sod falls within scope of service, all curbing, bull noses and gutter are to be weed-free. Weeding may be done mechanically with weed eaters, by hand-pulling or chemically with selective and/or non-selective herbicides. Weeds obtaining a height of six inches (6") shall be hand-pulled and disposed of offsite.

### 2. WEED CONTROL:

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

### 3. LITTER PICK-UP AND DEBRIS REMOVAL (PLANTED AREAS):

Clean-up all litter in tree rings and bed areas within the project limits during each site visit. Litter and debris shall be removed, and disposed of at a County approved disposal site. No litter shall be left on site after the Contractor departs the site and there will be no additional cost to Lee County for litter and debris disposal.

Litter and Debris is defined as foreign items within the limits of the project such as, but not limited to, palm fronds, paper, plastic, aluminum, metal, glass, and tires. If an illegal dump is located (defined as: centralized piles of debris, construction materials or large items such as mattresses, or household appliances) within the limits of the project, the contractor is to contact the Landscape Maintenance Supervisor and report the event. The contractor will not be held responsible for the cleanup of illegal dumping.

4. EDGING (PLANTED BEDS AND EDGES ALONG MOWED AREAS):

Edging will be performed bi-weekly adjacent to all walks, buildings, and around all plant beds and trees within the limits of the project. Curbing shall be edged on an every other cycle interval. Edging shall be performed with rigid blade edging equipment or manual hand edger, leaving a clean straight edge no more than 1" back from curbs, walks, buildings, tree rings, or bed areas. Weed eaters shall not be used for trimming or edging purposes.

5. MULCHING:

Mulch refers to any of the following: Pine Nuggets, Flori-mulch or Pine Straw. The Contractor will refresh with the type and quality of mulch on site or as prescribed by the Landscape Maintenance Supervisor. The County reserves the right to substitute mulch type at any time during the contract. Depending on site conditions, the Landscape Maintenance Supervisor may omit or add mulching applications as deemed necessary. No more than two mulch applications will be permitted per year.

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

**The contractor is expected to remove any and all mulch debris from the curb, roadway and parking lots with each maintenance visit.**

The use of Cypress mulch is prohibited by County Administration Code 5-9.

6. ANT CONTROL:

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

7. PRUNING:

Groundcovers and shrubs shall be pruned to maintain a neat and aesthetically pleasing appearance. In areas where plants have the potential to interfere with the driver's line of sight, plants shall be maintained to meet the requirements of FDOT Standards. All sucker growth shall be removed during each visit. Do not apply Round-up (or equivalent) onto sucker growth on trees, suckers must be mechanically removed.

**Lee County will be responsible for all structural tree and palm pruning.**



8. ORNAMENTAL GRASS TRIMMING:

In General, ornamental grasses will be cut back to 3-4" once a year. In certain areas, Ornamental grasses will be cut back multiple times per year to provide visual sight clearances and accessibility. The timing of the trimming will be coordinated between the awarded vendor and Lee County's Landscape Maintenance Supervisor.

9. TREE STAKING AND TREE RING MAINTENANCE:

Restore tree rings as needed, tighten and repair staking, reset trees, shrubs and palms to the proper grade or vertical position as needed and as specified herein. If mowers damage tree staking supports it shall be the contractor's responsibility to make the necessary repairs at the contractors cost. Staking shall be removed at the discretion of the Landscape Maintenance Supervisor.

10. FERTILIZING:

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

11. DISEASE AND INSECT CONTROL:

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

12. STRUCTURAL PRUNING:

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

13. PUMP STATION MAINTENANCE:

A six foot mowed and/or weeded section surrounding irrigation pump stations shall be maintained to allow regular access to the pump stations by LCDOT staff. The majority of pump stations are located within the maintenance limits defined above. However, the following stations are located outside of the limits:

- **Estero Parkway** (2 HOOVER Stations) ,
  - West Pump Station is approx 300 yards east of US41 in the south ROW.
  - East Pump Station is about ½ mile west of 3 Oaks in the south ROW.
- **Bayshore** NEMW pump station at the NE corner of Williams and Bayshore intersection.
- **Hancock Bridge Parkway** (2 HOOVER Stations)
  - West Pump Station is in the north ROW near the Publix at Orange Grove.
  - East pump Station is at the NE corner of Hancock and Palm Ave.

- **US41 Jamaica Bay to San Carlos (2 NEMW Stations)**
  - North Pump Station is in the east ROW directly across from The Forest.
  - South Pump Station is in the west ROW about 300 yards south of Constitution

LANDSCAPE MAINTENANCE REPORT

- A. A completed Landscape Maintenance Report provided by the County shall be faxed or e-mailed to the Landscape Maintenance Supervisor's office within forty-eight (48) hours after each site visit.

GUARANTEE AND REPLACEMENT

- A. When inspected landscape work does not comply with these Lee County requirements, the rejected work will be replaced within 7 calendar days or as directed by County representative. The County reserves the right to withhold and/or deny payment for work not being performed as scheduled and as specified in this agreement. If the work continues to decline or is not performed Lee County DOT may bring in another Vendor to complete the work.
- B. If at any time trees, palms, ground-covers, shrubs, sod, or irrigation components are damaged or destroyed due to Contractor negligence or failure to adhere to the requirements of this agreement, it will be the Contractor's responsibility to replace and restore the site to the condition shown on the video tape. All replacement landscape material shall be of the same species and Florida Grades and Standard # 1 quality. Approved replacements shall be furnished and planted as specified at no additional cost to the County.

INVOICE

All vendors are requested to mail one original invoice and one invoice copy to: Lee County Finance Department, P. O. Box 2238, Fort Myers, FL, 33902-2238. In addition, one original invoice shall be sent to:, Lee County DOT, 5560 Zip Drive, Fort Myers, Florida, 33905 Attn: Landscape Maintenance Supervisor. Please make sure that the purchase order number is on the invoice, otherwise it can't be processed. Also, make sure you list the dates mowed and the cost per mow and the total for the month of \_\_\_\_\_. For the maintenance please list it the same way, the maintenance dates and the cost per maintenance and the total for the month of \_\_\_\_\_. Once the invoice has been approved by the department it can be processed for payment.

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

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

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

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

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

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

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

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

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LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

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

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

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

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LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

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

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

\_\_\_ 12. The mailing envelope has been addressed to:

<b>MAILING ADDRESS</b>	<b>PHYSICAL ADDRESS</b>
Lee County Procurement Mgmt.	Lee County Procurement Mgmt.
P.O. Box 398                      or	1825 Hendry St 3 <sup>rd</sup> Floor
Ft. Myers, FL 33902-0398	Ft. Myers, FL 33901

\_\_\_ 13. The mailing envelope **MUST** be sealed and marked with:  
Quote Number  
Opening Date and/or Receiving Date

\_\_\_ 14. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)

\_\_\_ 15. If submitting a "NO BID" please write quote number here \_\_\_\_\_  
and check one of the following:  
 \_\_\_ Do not offer this product      \_\_\_ Insufficient time to respond.  
 \_\_\_ Unable to meet specifications (why)  
 \_\_\_ Unable to meet bond or insurance requirement.  
 Other: \_\_\_\_\_

Company Name and Address:  
 \_\_\_\_\_  
 \_\_\_\_\_



CONTRACTOR \_\_\_\_\_

CONTRACT # \_\_\_\_\_

**SCAPE MAINTENANCE REPORT**

Number Employees	Date	Location	Time
			Arrive _____ Depart _____

**WEED & DISEASE CONTROL**

Mechanical				
Floritam Sod				
Bed Area				
Tree Ring				
Curie/Pavement				
Premergent				

**FERTILIZATION**

Composition	Name	Rate/Gallons	Quantity
Floritam Sod			

**LITTER/MOWING/PRUNING**

Litter Pickup Y/N	Quantity	Mow Start Date	Mow Complete Date	Edging Y/N	Sucker Pruning Y/N

Oversize Debris: Y \_\_\_\_\_ N \_\_\_\_\_ Location: \_\_\_\_\_

**GENERAL PLANT & ENVIRONMENTAL CONDITIONS (REPORT ALL DAMAGE)**

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**ADDITIONAL COMMENTS/SUGGESTIONS**

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NAME: \_\_\_\_\_ SIGNATURE \_\_\_\_\_ PRINT NAME \_\_\_\_\_

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