



PROJECT NO.: Q-080502

OPEN DATE: DECEMBER 2, 2008

AND TIME: 2:30 P.M.

**MANDATORY**

PRE-BID DATE: NOVEMBER 20, 2008

AND TIME: 9:00A.M.

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

# REQUEST FOR QUOTATIONS

(STEP TWO – PRICING)

**TITLE:**  
**LANDSCAPE MAINTENANCE FOR VARIOUS  
DOWNTOWN COUNTY BUILDINGS**

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PURCHASING

**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: [kcicarelli@leegov.com](mailto:kcicarelli@leegov.com)

**GENERAL CONDITIONS**

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

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (239) 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 triplicate 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 Purchasing Director.
  - 3. A second copy of the original quote forms for use by the requesting department.
  
- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as “Sealed Quote”, please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
  - 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
  - 2. Warranties and guarantees against defective materials and workmanship.
  
- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second or alternate quote should be marked as “Alternate”.

- e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Purchasing prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- f. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).
- h. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.
- i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the quote **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted 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 equality. 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 require only a specific product as stated in the detailed specifications.)

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

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. 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 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 request of payment deriving from aid, assistance, or help by any individual, vendor, quoter, or bidder for the preparation of these specifications.

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

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

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

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

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

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

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

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

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide 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**

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

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

d) **Anti-Discrimination**

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

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

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to 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 Purchasing Director may immediately terminate any agreement as a result of this quote for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

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

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 PRICE FORM  
LANDSCAPE MAINTENANCE FOR  
VARIOUS DOWNTOWN COUNTY BUILDINGS  
(STEP TWO – PRICES)**

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: \_\_\_\_\_

**GRAND TOTAL** \$ \_\_\_\_\_

**ADMINISTRATION BUILDING/OLD COURTHOUSE** \$ \_\_\_\_\_

**ADMINISTRATION EAST BUILDING AND PARKING LOT** \$ \_\_\_\_\_

**COUNTY/CITY ANNEX AND PARKING LOT** \$ \_\_\_\_\_

**JAIL/JUSTICE CENTER/JUVENILE ASSESSMENT CENTER/  
JUSTICE CENTER ANNEX/10 STORY JUSTICE CENTER  
ADDITION** \$ \_\_\_\_\_

**WIDMAN WAY (FORMALLY PECK STREET)  
(FUTURE JURORS LOT)** \$ \_\_\_\_\_

**PUBLIC PAID LOT (FUTURE EMPLOYEE LOT AND  
PARKING GARAGE) AT MLK AND MONROE** \$ \_\_\_\_\_

**JUSTICE CENTER ANNEX PARKING GARAGE** \$ \_\_\_\_\_

**COMMUNITY DEVELOPMENT & PUBLIC WORKS  
BUILDING AND PARKING LOT** \$ \_\_\_\_\_

**CONSTITUTIONAL COMPLEX AND PARKING LOT (T-1)** \$ \_\_\_\_\_

**T-2 PARKING LOT** \$ \_\_\_\_\_

**T-3 PARKING LOT** \$ \_\_\_\_\_

**T-5 PARKING LOT** \$ \_\_\_\_\_

**T-6 PARKING LOT** \$ \_\_\_\_\_

**HOUGH STREET FACILITIES SHOP AND PARKING AREA** \$ \_\_\_\_\_

**HUMAN SERVICES AND PARKING LOT** \$ \_\_\_\_\_

**VETERAN'S SERVICES AND PARKING LOT** \$ \_\_\_\_\_

**LIBERTY STREET (TEMPORARY LOCATION)** \$ \_\_\_\_\_

**TOTAL ANNUAL CHARGE** \$ \_\_\_\_\_  
**(BASIS OF AWARD)**

**OPTION "A" - HOURLY RATE PER PERSON,** \$ \_\_\_\_\_  
**(FOR WORK NOT COVERED IN THIS CONTRACT)** **PER PERSON**  
**PER HOUR**

**IF IT IS DEEMED NECESSARY TO ADD OR DELETE MAINTENANCE AREAS  
DURING THE TERM OF THIS CONTRACT, LEE COUNTY WILL NEGOTIATE  
PRICING WITH THE VENDOR AT THE TIME THAT SERVICE IS REQUIRED  
OR NO LONGER REQUIRED.**

**IF IT IS DEEMED NECESSARY THAT EXTRA WORK IS NEEDED DURING THE TIME OF THIS CONTRACT, LEE COUNTY WILL NEGOTIATE USING THE ABOVE LABOR RATE FOR MATERIALS.**

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.

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

**MODIFICATIONS**

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

ANTI-COLLUSION STATEMENT

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

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

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

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

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

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

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

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

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

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

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

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

REVISED: 3/1/07



DETAILED SPECIFICATIONS FOR:  
LANDSCAPE MAINTENANCE FOR  
VARIOUS DOWNTOWN COUNTY BUILDINGS

SCOPE

This Request for Quotations (RFQ) is issued by Lee County Board of County Commissioners, Florida to request sealed quotations from prequalified Vendors interested in providing landscape maintenance services to the below described facilities. These facilities contain governmental offices and staff and area located in the downtown Ft. Myers area. The contract will include service to the grounds immediately around each facility, their associated parking lots, various other areas and parking lots as described in the specifications. The facilities that will be included in this contract are: The Administration Building/Old Courthouse, Administration East Building and Parking Lot, Constitutional Complex and Parking Lot (T-1), Human Services and Parking Lot, County/City Annex and Parking Lot, Jail/Justice Center/Juvenile Assessment Center/Justice Center Annex/10 Story Justice Center Addition, Community Development/Public Works and Parking Lot, Veteran's Services and Parking Lot, Hough Street Facilities Shop, and these additional Parking Lots: T-2, T-3, T-5, T-6, Liberty Street (4 acres temporary location), Widman Way (formally Peck Street) (future Jurors Lot), Public Paid Lot (future employee lot and parking garage) at MLK and Monroe, and Justice Center Annex Parking Garage.

The awarded vendor shall supply all materials, chemicals, equipment, vehicles, and personnel needed to service this contract in accordance with the specifications. Lee County requires that only recycled products be provided, when possible.

The awarded Vendor must meet all contract specifications fifteen (15) calendar days from start-up of service.

GENERAL INFORMATION

It is understood that only quotations from prequalified Vendors will be considered.

This RFQ is issued to provide prequalified Vendors with information, guidelines and rules to prepare and submit a quotation. The submittal must satisfy all criteria established in this RFQ to qualify for an award.

Quoter shall not be entitled to compensation beyond its quotation price when required to incur expenses because of tolls or parking charges or any charges for infractions concerning these issues.

Quotation errors shall be handled as follows:

1. Any blank spaces on the proposal form or required submittals, absence of signatures or failure to submit the quotation on the County's form shall cause the quoter to be declared non-responsive.
2. The quoter will comply with the Florida Sales and Use Tax Law as it may apply to this contract. The quotation amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida Law of the successful quoter and/or its sub-contractors or material suppliers.

**QUOTERS may not modify these specifications for any reason whatsoever.**

QUOTERS may not assign or otherwise transfer its quotation prior to the quotation opening time.

CONSUMER PRICE INDEX ADJUSTMENT

The contract price quoted for this service will be increased annually on the first of October. This increase will 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. This increased amount will begin with the billing for the month of October.

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. 00-10 is being included as part of the award process for this project. As such, Lee County at its sole discretion, may choose to award a preference to any qualified "Local Contractor/Vendor" in an amount not to exceed 3 % of the total amount quoted by that firm.

"Local Contractor / Vendor" shall mean: a) any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee County, Florida; or b) any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive five (5) years, and that has the personnel, equipment and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods.

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

COUNTY'S RIGHTS AND OPTIONS

This Request for Quotations constitutes only an invitation to submit a quotation to the County. The County reserves, holds and may in its own discretion, exercise any or all of the following rights and options with respect to this quotation.

1. To reject any or all quotations or parts thereof.
2. To supplement, amend or otherwise modify this quotation, and to cancel this quotation with or without the substitution of another quotation.
3. To issue additional subsequent quotations.
4. To the extent not prohibited by law, to waive any irregularity or informality on any matter.
5. In this RFQ the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case by case basis, at the discretion of the County.

TERM OF AGREEMENT

This agreement shall become effective immediately upon issuance of a "Notice to Proceed" by the County and shall continue in full force and effect for a period of two years from the commencement date, with an option to renew for four additional two year periods, upon mutual agreement of both parties, unless this agreement is mutually agreed by both parties to terminate sooner, or until a contract is awarded and in place.

MAJOR BREAKDOWNS/NATURAL DISASTERS

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

BASIS OF AWARD

The contract for these services will be awarded to the low quoter meeting all specification requirements. Only prequalified firms will be considered for award.

**NOTE: Vendors must quote all areas in order to be considered for award.**

**A. GENERAL WORK REQUIREMENTS:**

1. Workmanship and Inspection

- a. The County representative shall decide any and all questions which may arise as to the quality and acceptability of materials used and work performed, the manner of performance and the rate of progress of the work.
- b. Workmanship shall be of the highest quality. All landscape personnel shall be mentally and physically competent to perform the services required. The Vendor shall at all times enforce strict discipline and good order among his employees.

2. Uniforms and Security

- a. Vendor shall supply and pay for distinctive clothing (tee shirts, jackets, etc.) denoting Vendor's business while working on County property.
- b. The Vendor will be responsible for acting in accordance with any security guidelines while servicing the contracted area.

3. Supervision and Safety

- a. The Vendor shall be responsible for the supervision and direction of the work performed by his/her employees and shall, at all times provide a full time manager or crew leader on the premises to carry out the responsibility. The manager or crew leader shall have the authority to act as agent for the Vendor in his/her absence, and shall be fully qualified to implement the contract specifications.
- b. The Vendor shall be responsible for instructing his employees in all safety measures. All equipment used by the Vendor shall be maintained in safe operating condition at all times, free from defects or wear which may in any way constitute a hazard to any person or persons on County property. All electrical equipment will be properly grounded. All employees will wear proper personal protective equipment while working on County premises.

4. Materials and Equipment

- a. The Vendor shall be responsible for the complete performance of all work and for the methods, means and equipment used, and for all materials, tools, apparatus, and property of every description used in connection therewith.

- b. The apparent successful quoter shall furnish MSDS sheets for all chemicals to be utilized under this quotation, within 10 days after the award of the quotation.
- c. The Vendor shall furnish and maintain all the necessary equipment. The County may conduct an inspection at any time to verify equipment condition.
- d. All expenses incurred concerning the equipment to be used to perform this contract shall be the responsibility of the Vendor; such as the rental of a boom truck, used to trim tall palms, etc. The Vendor must take this expense into account in the total annual price of this quote.

5. Storage

As the County does not supply areas of storage, it will be the Vendor's responsibility to store their equipment and materials appropriately.

6. Inferior Workmanship

The County or its designee is given the authority, pursuant to this agreement, to deduct from the Vendors invoice a percentage not to exceed twenty-five percent (25%) for workmanship which does not meet the quality standards required under this agreement. The individual making the deduction shall document and provide to the Vendor, upon request, the reasons for the deduction from the monthly invoice.

7. Defaults by Vendor

The Vendor may be declared in default and may be terminated by the County with seven days notice for any one of the following reasons:

- a. Failure of the Vendor to maintain satisfactory performance level;
- b. Failure of the Vendor to start work within the time stated in the notice to proceed;
- c. Failure of the Vendor to pay for work performed and materials and supplies used under this contract;
- d. Insolvency of Vendor; or
- e. Death of the Vendor, if the Vendor is an individual.

8. Termination by the County

The County may, at its option and discretion, terminate the contract at any time, in whole or in part, without any default on the part of the Vendor, by giving written notice to the Vendor at least five (5) days prior to the effective date of the termination.

9. Termination by the Vendor

This Agreement may be terminated by the Vendor by 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.

10. Holidays

The following is a list of holidays that are observed by Lee County:

- New Years Day and 1 contiguous day - January 1(and as designated)
- Martin Luther King Day -Third Monday in January
- Memorial Day - Last Monday in May
- Fourth of July - July 4
- Labor Day - First Monday in Sept.
- Veterans Day - November 11th
- Thanksgiving Day - Fourth Thursday in Nov.
- Day after Thanksgiving - Friday After Thanksgiving
- Christmas Day and 1 contiguous day - December 25(and as Designated)

The Christmas Day and New Year’s Day Holidays are observed differently than the other listed holidays according to the day of the week on which they fall. Christmas and New Year’s are observed according to the following schedule:

If Christmas /New Year’s Observed

<u>Day Falls on:</u>	<u>Days Off</u>
Sunday	Monday and Tuesday
Monday	Monday and Tuesday
Tuesday	Monday and Tuesday
Wednesday	Tuesday and Wednesday
Thursday	Thursday and Friday
Friday	Thursday and Friday
Saturday	Thursday and Friday

11. Damage to County Property

Damage or theft of County property directly caused by the Vendor during the landscape maintenance service shall be assumed by the Vendor. A written report of same and cause of damage must be submitted to the County Representative within 24 hours of occurrence. Vendor will pay for the cost of polygraph tests, if required by Lee County.

12. Examination of Site and Other Relevant Material

- a. The Vendor shall have visited the site and shall have fully acquainted and familiarized himself with conditions as they exist and the operations to be carried out. The Vendor shall make such investigations as he may see fit so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work. Vendor shall also thoroughly examine and be familiar with all the specifications.
- b. The failure or omission of the Vendor to receive or examine any instruction or document, or any part of the specifications or to visit the site and acquaint himself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the Vendor of any obligation to perform as specified herein. Vendor understands the intent and purpose thereof and his obligations there under and that he will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement, or because of any lack of information.
- c. In the event of legal proceedings to enforce the terms of this agreement the prevailing party will be entitled to legal fees.

13. Permits, Licenses and Notices

The Vendor shall make application for and obtain necessary permits and licenses from the appropriate governing body. The Vendor shall give all notices necessary and incidental to the prosecution of the work.

14. Assignment of Contract

The Vendor shall not assign, transfer, sub-contract, or sell any portion of this contract unless permission is first given by the County Representative.

15. Laws and Taxes

- a. The Vendor shall comply with all County, City, State and Federal Laws and all applicable municipal ordinances and shall indemnify the Owner from all Vendor violations thereof. The Vendor shall further assume and be specifically liable for all State and Federal Payroll or Social Security Taxes, Unemployment Compensation Tax and for all State and Federal Sales and Use Taxes which may be in force and guarantees to hold the Owner harmless in every respect for violations by the Vendor of any such laws.
- b. Of special note is Florida Statute 442, "Right to Know Law", and the Vendor will comply with it fully and also assist Lee County as necessary in a timely manner.
- c. Vendor's employees must comply with the Florida Clean Indoor Air Act Chapter 85-257 by observing no smoking restrictions.
- d. Vendor shall comply with all applicable portions of OSHA 1910.

16. Method of Payment

The accepted price for the services will be paid 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 will be for the previous month's service period. Please indicate the dates on the invoice for the time period you are requesting payment. Make sure that all the pricing will match what has been quoted on the price sheets.

17. Reporting Information

- a. The Vendor or Vendor's representative will contact the Facilities Management Director or designee at least once a month to discuss issues involving the work performed or to be performed.
- b. If the Vendor fails to perform satisfactorily, as determined by the Facilities Management Director or designee, a reasonable deduction shall be made covering the cost of the service not satisfactorily performed from any monies due to the Vendor. In the event that legal action is necessary to enforce the terms of this agreement, the prevailing party shall be entitled to legal fees.

18. Submittal Language

The submittals requested should be returned with the quotation response or quoter may be rendered non-responsive.



19. Precedence of Specifications

In the event of inconsistency with the General Specifications, the Detailed Specifications shall control.

B. TECHNICAL REQUIREMENTS:

TURF

- a. Line trimming with the weed eater is required, as needed in all areas. Caution must be taken not to hit tree trunks or shrubs with the line.
- b. The turf shall be mowed to a horticulturally accepted height for the grass species and the time of year. The turf shall be mowed once each week during the growing season, and as necessary, as determined by the Vendor and the Facilities Management Director or designee, during the remainder of the year. Length of growing season may vary from year to year.
- c. Immediately after mowing, the Vendor shall rake, vacuum or otherwise remove all grass clippings, litter, debris, etc., from the ground and from areas adjacent to those mowed, to include, but not limited to walkways, curbs, drives, roadways, beds, buildings, fences, etc.

WEEDS

- a. During each site visit for grass mowing, the Vendor shall inspect and remove, as necessary, all weeds from beds, hedges, shrubs, trees, fences, curbs, walkways, buildings and any other areas where weeds occur.
- b. Weed beds as needed. The Vendor shall keep all beds weed free.
- c. During each weeding or as necessary, the Vendor shall smooth out the rocks or mulch in the beds, around the buildings, or on the grounds, if any.

EDGING

The Vendor shall edge all drives, curbs, parking areas, walkways, fences, and/or any other area that can be edged, on each site visit. Edging shall be performed by using a mechanical edger.

REMOVAL, HAULING, AND DISPOSAL OF MATERIAL

- a. Daily, the Vendor shall remove from walkways, drives, parking areas, roadways and curbs all materials resulting from maintenance of the area, to include: grass clippings, trimmings, dead plant material, debris, fallen fronds.

and branches. Daily all trash, including bottles, cans, broken glass, and papers, shall be removed from the maintenance area.

b. The Vendor shall in his own containers and at his own expense, remove and properly dispose of (not on County's right-of-way or property or the City's right-of-way or property) all waste materials described herein. Debris must be properly disposed of according to local codes and ordinances.

c. At or near the sites listed in the scope, power leaf blowers and power vacuums shall not be used between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

d. Each morning all dust, dirt and debris are to be blown off the sidewalk adjacent to each facility. This is to be done with a leaf blower. Be aware that this work must be completed prior to 8 a.m. each morning.

#### PAVEMENT CLEANING AND SWEEPING

a. Parking areas shall be cleaned one (1) time per week with leaf blowers and or power vacuums. The time of cleaning should be coordinated so that a minimum number of vehicles occupy the lots. Conspicuous litter shall be removed as necessary, at least once daily.

b. The Vendor shall remove all materials resulting from pavement cleaning and sweeping, to include, dirt, grass clippings, trimmings, dead plant material, debris, fallen fronds branches and all trash, including bottles, cans, broken glass, and papers, etc.

c. All other paved walkways, patios, etc. shall be vacuumed or swept free of dirt, sand, and debris as necessary and no less than the mowing frequency. Conspicuous litter shall be removed as necessary.

d. Parking Garages are to be swept and debris blown off or picked up no less than two times per month.

#### PRUNING HEDGES, SHRUBS, GROUND COVER

a. The Vendor shall keep all hedges, shrubs and ground cover trimmed so as to present a neat, well kept appearance. The Vendor shall keep all coconuts cleaned out of the ground areas serviced under this quote.

b. Fallen branches and limbs in the areas serviced under this quote shall be picked up and hauled away, unless those limbs are there due to trimming of trees by a contracted

vendor for the County, at which time the contracted vendor will be responsible for removal of the limbs and branches.

- c. Complete removal of dead plants will be the Vendors responsibility at Vendor's own expense.
- d. **ALLOW PLANTS TO GROW IN THEIR NATURAL FORM AS MUCH AS POSSIBLE TO KEEP A NEAT APPEARANCE.** Do not shear, except the hedges.

SPRINKLER HEADS

- a. The Vendor must inspect the sites under this contract to locate the areas where there are sprinkler heads. The Vendor shall maintain proper operating conditions around all sprinkler heads, keeping the grass or foliage from growing over the sprinkler heads.
- b. Any damage to the sprinkler system must be reported to the Facilities Management Director or designee. Such repairs will be at the Vendor's expense If caused by the Vendor's landscape maintenance crew. Lee County will make Such repairs as necessary and deduct from payments due.

IRRIGATION

- a. Lee County shall manage the operation of the existing automatic irrigation systems. Irrigation schedules shall be coordinated between the Vendor and Lee County so as to provide for optimum growing conditions for plants and the convenience of the facility users.
- b. Generally the irrigation system will provide one (1") inch water/week on an alternate day schedule during the dry season and shall be run as needed in wet season. Lee County shall recognize all watering bans or restrictions as may be in force.

PEST CONTROL AND FERTILIZATION

- a. The Vendor shall be responsible for chemical application required for fertilization, pest control and weed control to the contracted areas, at the Vendor's expense. Personnel applying pest control chemicals must be properly trained and licensed for such application. A copy of that license must be provided to the Facilities Management Director or designee.
- b. Turf shall receive the proper fertilization distributed evenly between four (4) applications per year, normally in February, May, July and September.

c. Shrubs, vines, hedges and ground cover shall be fertilized with a complete fertilizer two (2) to four (4) times per year depending on type of fertilizer (slow release, etc.).

d. Pest control for turf and foliage will be on an as needed basis for all insects such as, but not limited to, chinch bugs, crickets, mole crickets, ants, grub worms, white flies, etc. Pest control will also include any type of infestation of the foliage.

### MULCHING

Mulch refers to any mulching product required in the beds of the project locations, for example, Pine Nuggets, Flori Mulch or Pine Straw. The vendor will refresh the beds under this project with the type and quality of mulch on site or as prescribed by the Facilities Management Director or Designee. The County reserves the right to substitute mulch type at any time during the contract.

Mulch at all sites, under this quote shall be refreshed within the first two months after the award of this quote. All project sites will be fully mulched two times per year in November and again in May. For purposes of this quote, the first total mulching of all sites will be in May of 2009 and then follow the regular schedule (November and May) during the term of this quote. Depending on site conditions, the Facilities Management Director or Designee may omit or add mulching intervals as deemed necessary.

Mulch shall be applied to an acceptable level as determined by the Facilities Management Director or designee. Mulch shall not be placed within three inches of the trunks of trees. Additional mulch shall be applied when deteriorated, at no additional cost to the County. All irrigation heads shall be visible (exposed) above the finished grade of the mulch.

Mulch shall be Grade B and must be done in a neat and orderly manner.

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

Any edging material for bedding areas will be maintained, as necessary, by the Vendor.

### WORK AREA AND RESTROOM PRIVILEGES

- a. The Vendor will provide access to parking, restrooms, and water supplies. This will be coordinated with the Facilities Management Director or designee.
- b. The Vendor's employees will not loiter inside of public buildings or otherwise become a nuisance.

PLANTERS

All outside planters in and around the contracted area will be included in this Contract.

OUTSIDE TRASH RECEPTACLES

- a. The maintenance and emptying of outside trash receptacles will be included in this contract. The Vendor shall provide appropriate size trash bags for use in trash receptacles.
- b. Outside trash receptacles shall be emptied daily. Outside is defined as any trash receptacle not under cover or canopy. The janitorial contractor will maintain receptacles under any cover or canopy.

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

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

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

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

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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 COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN LEE COUNTY (Please complete this section.)**

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

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

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LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

3. Describe the types and amount 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 five years?

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

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

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**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.

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

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

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

<b>MAILING ADDRESS</b>	<b>PHYSICAL ADDRESS</b>
Lee County Purchasing	Lee County Purchasing
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:  
\_\_\_\_\_  
\_\_\_\_\_