

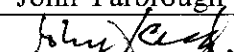
**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20050608

1. ACTION REQUESTED/PURPOSE: Approve award of Formal Quotation No. Q-050238 Landscape Maintenance for the Boston Red Sox/City of Palms Park, Boston Red Sox Player Developmental Center and Lakes Park (No Mowing) for the Parks and Recreation Department, to the overall low quoter meeting specifications, Roos Bros Inc., at the prices listed on the attached Lee County Tabulation Sheet. The initial term of this quote is one year; also request authority to renew this quote for four additional one-year periods, at the same terms and conditions, if in the best interest of Lee County; and to exercise the price escalator clause as per the specifications on an as-needed basis. Funding will come from the individual department or division's budget whom will be responsible for monitoring their individual expenditures. Parks estimates expending approximately \$75,000 annually for landscaping.

2. WHAT ACTION ACCOMPLISHES: Allows Parks and Recreation to obtain landscaping services on an as-needed basis.

3. MANAGEMENT RECOMMENDATION: "Approved as stated"

4. Departmental Category: <u>CIA</u>		5. Meeting Date: <u>05-31-2005</u>
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	<input type="checkbox"/> Statute	
	<input type="checkbox"/> Ordinance	
	<input checked="" type="checkbox"/> Admin. Code <u>AC-4-1</u>	
	<input type="checkbox"/> Other	
		8. Request Initiated: Commissioner Department <u>Parks & Recreation</u> Division By: <u>John Yarbrough</u> 

9. Background: On March 22, 2005, the Division of Purchasing received sealed quotations for the annual purchase of Landscape Maintenance for the Boston Red Sox/City of Palms Park, Boston Red Sox Player Developmental Center and Lakes Park. On that date, nine responses were received, of which two were "No Bids". The quotations have been thoroughly reviewed, and a recommendation is being made to award to Roos Bros Inc. as the overall low quoter meeting all specification requirements.

Funding is available: KH5722000100.503490

Please See Attachments:

- (1) Tabulation Sheet
- (2) Division Request to Quote
- (3) Specifications
- (4) Roos Bros Inc. Quotation
- (5) Department's Recommendation

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<u>5-12-05</u>	<u>5-11-05</u>			<u>5/13/05</u>	<u>5/10/05</u>	<u>5/10/05</u>	<u>5/10/05</u>	<u>5/17/05</u>	<u>HS 5/17/05</u>

11. Commission Action:

- Approved**
- Deferred**
- Denied**
- Other**

Rec. by CoAtty

Date: 5/12/05

Time: _____

Forwarded To: _____

RECEIVED BY
COUNTY ADMIN JA

5-13-05

4:30

COUNTY ADMIN
FORWARDED TO: _____

5/13/05

SPM

ATTACHMENT

FORMAL QUOTATION #Q-050238		LEE COUNTY, FLORIDA TABULATION SHEET					
OPENING DATE: March 22, 2005		FOR					
BUYER: Chris Jeffcoat		Landscape Maintenance for BRS/City of Palms Park, BRS PDC and Lakes Park (No Mowing)					
VENDORS	GRASS ROOTS	PRO CUT LAWN	GREENWERX	ROOS BROS	VALLEYCREST	GREENSCAPES	
LAWN & TREE SERVICE	CARE & LAND-SCAPE MAINT.	GROUNDSKEEPING INC.	INC.	LANDSCAPE	OF S.W.	FLORIDA	
Copies Provided	NO	YES	YES	YES	YES	YES	
Addendum Acknowledged, if any	YES	YES	YES	YES	YES	YES	
Total Annual Cost for Site A (Items 1 & 2)	\$98,912.00	\$36,588.00	\$23,808.00	\$32,900.00	\$45,328.00	\$39,094.00	
Total Annual Cost for Site B (Item 3)	\$353,472.00	\$39,880.00	\$78,015.00	\$42,000.00	\$87,616.00	\$59,661.00	
Grand Total Cost for Sites A & B	\$452,384.00	\$76,468.00	\$101,823.00	\$74,900.00	\$132,944.00	\$98,755.00	
Optional Items:							
Option A: Trimming hardwood trees/tree all sites	NO BID	\$280.00	NO BID	\$250.00	\$200.00	\$65.00	
Option B: Trimming palm trees/tree all sites	NO BID	\$120.00	NO BID	\$125.00	\$60.00	\$25.00	
Option C: Plant & tree replacement % over cost	NO BID	25%	NO BID	50%	100%	100%	
Option D: Pest & disease control /hr. all site	NO BID	\$55.00	NO BID	\$90.00	\$30.00	\$48.00	
To be started within	30	3	7	1	14	30	
Local Vendor Preference	YES	YES	NO	YES	YES	YES	
Quote signed	NO	NO	NO	NO	NO	NO	
Meets specification	YES	YES	YES	YES	YES	YES	
NO BIDS							
LANDSCAPE DIMENSIONS							
AMERA TECH							
POSTING TIME/DATE							
FROM: / /							
UNTIL: / /							
BY:							

ATTACHMENT 2

From: David Raybuck
To: Blasingim, Robert; Jeffcoat, Christopher
Date: 2/7/05 2:00PM
Subject: Re: Revised Spec for City of Palms

Everything looks good for Lakes Park. Thanks

>>> Christopher Jeffcoat 02/07/05 10:33AM >>>
Hi Guys,

Heres the revised spec for the city of Palms and lakes park landscaping project. Please review let me know if its correct and ready to go out for bidding.

P.S. I just e-mailed a copy to Dale @ Amera-Tech for his review and comments. As soon as he responds I share his thoughts with you'll.

thanks, Chris

CHRIS JEFFCOAT
PURCHASING AGENT
LEE COUNTY PURCHASING DEPT.
cjeffcoat@leegov.com
239 344-5458
FAX 239 344-5460

CC: Adorno, Pablo



PROJECT NO.: Q-050238

OPEN DATE: MARCH 22, 2005

AND TIME: 2:30 P.M.

PRE-BID DATE: MARCH 11,2005

AND TIME: 10:30 A.M.

LOCATION: LEE COUNTY DIVISION OF PURCHASING
1825 HENDRY ST. 3RD FLOOR
FT. MYERS, FL. 33901

REQUEST FOR QUOTATIONS

TITLE:

LANDSCAPE MAINTENANCE FOR THE BOSTON RED SOX/CITY OF PALMS PARK,
BOSTON RED SOX PLAYER DEVELOPMENT CENTER (FIVE PLEX) AND LAKES
PARK (NO MOWING)

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 3rd Floor
FORT MYERS, FL 33901

BUYER: CHRIS JEFFCOAT
PURCHASING AGENT
PHONE NO.: (239) 344-5458

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) 344-5450.

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 quotes forms completed and signed.
 - 2. A copy of the original quote forms for the Purchasing Director.
 - 3. A second copy of the original quote forms for use by the requesting department.
- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
 - 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
 - 2. Warranties and guarantees against defective materials and workmanship.
- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".
- e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Purchasing 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 quote, it is the vendor's responsibility to name such product with his quote and to prove to the County that said product is equal to the product specified. Lee County **shall** be the sole judge as to whether a product being offered by the quoter is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation require only a specific product as stated in the detailed specifications.)

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

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service.

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

5. **RECYCLED PRODUCTS**

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

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

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

7. **PRE-BID CONFERENCE**

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

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

8. **BIDDERS LIST MAINTENANCE**

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

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

9. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail one original invoice and one invoice copy to:

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

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

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

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

10. **LEE COUNTY BID PROTEST PROCEDURE**

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

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

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

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

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

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

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

The Formal Written Protest shall contain the following:

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

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

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

Committee, the protestor and other affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.

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

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

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

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

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

11. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

13. **MATERIAL SAFETY DATA SHEETS**

In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Materials Safety Data Sheets on quoted materials, as may apply to this procurement.

14. **MISCELLANEOUS**

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

15. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

16. **AUTHORITY TO PIGGYBACK**

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

17. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

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

c) **Disadvantaged Business Enterprises**

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

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

d) **Anti-Discrimination**

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

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

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

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

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities

as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

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

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

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

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

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

18. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

19. **DRUG FREE WORKPLACE**

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

20. **REQUIRED SUBMITTALS**

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

21. **TERMINATION**

Any agreement as a result of this quote may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such

termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

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

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

22. **CONFIDENTIALITY**

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

23. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are **not** to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

24. **INSURANCE (AS APPLICABLE)**

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

**LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR LANDSCAPE MAINTENANCE
FOR BOSTON RED SOX/CITY OF PALMS PARK, BOSTON RED SOX PLAYER
DEVELOPMENT CENTER (FIVE PLEX) AND LAKES PARK
(NO MOWING)**

DATE SUBMITTED: _____

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

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

The undersigned acknowledges receipt of Addenda numbers: _____

Note: Lee County Parks and Recreation will provide all fertilizers to be used on this project. Vendors will only be responsible to put the fertilizers down. Also please note that all services frequencies are given for evaluation purposes only and no guarantees are implied.

SITE A (CONSISTS OF ITEMS 1 & 2)

ITEM (1) COSTS FOR BOSTON RED SOX/CITY OF PALMS PARK SITE AND PARKING AREA:

WEED CONTROL	6 services X _____ cost/service= \$ _____ ANNUAL COST
EDGING	4 services X _____ cost/service= \$ _____ ANNUAL COST
PRUNING	4 services X _____ cost/service= \$ _____ ANNUAL COST
FERTILIZATION (Application only) bushes, trees & plants	2 services X _____ cost/service= \$ _____ ANNUAL COST
FERTILIZATION (Application only) Palm trees	4 services X _____ cost/service= \$ _____ ANNUAL COST
MULCH-RED FLORI MULCH	2 services X _____ cost/service= \$ _____ ANNUAL COST

TOTAL ANNUAL COST FOR SITE A ITEM (1) \$ _____

ITEM (2) COSTS FOR BOSTON RED SOX PLAYER DEVELOPMENT CENTER SITE:

WEED CONTROL	6 services X _____ cost/service= \$ _____ ANNUAL COST
EDGING	4 services X _____ cost/service= \$ _____ ANNUAL COST
PRUNING	4 services X _____ cost/service= \$ _____ ANNUAL COST
FERTILIZATION (Application only) bushes, trees & plants	2 services X _____ cost/service= \$ _____ ANNUAL COST
FERTILIZATION (Application only) Palm trees	4 services X _____ cost/service= \$ _____ ANNUAL COST
MULCH-RED FLORI MULCH	2 services X _____ cost/service= \$ _____ ANNUAL COST
TOTAL ANNUAL COST FOR SITE A ITEM (2)	\$ _____
TOTAL ANNUAL COST FOR SITE A ITEMS 1 & 2	\$ _____

**SITE B
ITEM (3) LAKES PARK SITE:**

WEED CONTROL	6 services X _____ cost/service= \$ _____ ANNUAL COST
EDGING	1 services X _____ cost/service= \$ _____ ANNUAL COST
PRUNING	1 services X _____ cost/service= \$ _____ ANNUAL COST
FERTILIZATION (Application only) bushes, trees & plants	2 services X _____ cost/service= \$ _____ ANNUAL COST
FERTILIZATION (Application only) Palm trees	2 services X _____ cost/service= \$ _____ ANNUAL COST
MULCH-FLORI MULCH	2 services X _____ cost/service= \$ _____ ANNUAL COST
MULCH-PINE STRAW	2 services X _____ cost/service= \$ _____ ANNUAL COST
TOTAL ANNUAL COST FOR SITE B ITEM (3)	\$ _____
GRAND TOTAL ANNUAL COST FOR SITES A & B	\$ _____

(OPTIONAL ITEM BELOW ARE NOT A PART OF THE BASIS OF AWARD AND WILL BE CALLED FOR ON AN AS NEEDED BASIS.)

OPTION A: TRIMMING HARDWOOD TREES 19 FT OR GREATER REQUIRING A BOOM TRUCK \$_____ PER TREE ALL SITES

OPTION B: TRIMMING PALM TREES 19 FT OR GREATER REQUIRING A BOOM TRUCK \$_____ PER TREE ALL SITES

OPTION C: PLANT AND TREE REPLACEMENT %_____ OVER COST

OPTION D: PEST AND DISEASE CONTROL \$_____ PER HOUR ALL SITES

NOTE: SUBMITTALS ARE REQUIRED, SEE PAGE 15 .

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.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: _____

REVISED: 7/28/00

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS FOR
LANDSCAPE MAINTENANCE
FOR BOSTON RED SOX/CITY OF PALMS PARK, BOSTON RED SOX DEVELOPMENT CENTER (FIVE PLEX)
AND LAKES PARK
(NO MOWING)**

SCOPE

The purpose of this quote is to obtain a vendor(s) to provide Landscape Maintenance Services on an annual basis for the Boston Red Sox/City of Palms Park, located at 2201 Edison Av., Fort Myers, the Boston Red Sox Development Center, located at 4301 Edison Av., Fort Myers and Lakes Park located at 7330 Gladious Dr., Ft. Myers. The Landscape Maintenance required shall consist of pruning trees up to and including 19' tall, hedges, shrubs and plants, weed removal, fertilization, pest and disease control, and mulching as specified herein exclusive of the bermuda turf plaza area. All services will be on an as called for basis as determined by the Parks and Recreation Department. **MOWING IS NOT REQUIRED UNDER THIS QUOTE.**

TERM OF QUOTE

This quote shall be in effect for one year, or until new quotes are taken and awarded. This quote has the option of being renewed for four additional one-year periods, upon mutual agreement of both parties, under the same terms and conditions.

1. GENERAL REQUIREMENTS

WORKMANSHIP AND INSPECTION

- a. The supervision of the performance of this quote is vested wholly with Lee County Parks and Recreation. Lee County Parks and Recreation will decide any and all questions that may arise as to the quality, acceptability of equipment, materials used, work performed, and as to the manner of performance and rate of progress of the work. Lee County Representative is Jim Kirkpatrick (239) 461-7459, Fax # (239) 461-7460, Lee County on-site representative is Pablo Adorno (239) 707-3664 and Lakes Park Representative David Raybuck (239) 229-0533.
- b. The Contractor(s) (Vendor) shall fully comply with all Federal, State and County laws and regulations concerning labor, work hours, labor conditions and wage rates.
- c. The Contractor(s) (Vendor) shall complete a weekly inspection with the Lee County site representative and submit daily work reports with date, time, man hours and equipment used.
- d. All work that does not meet the specification must be corrected before Lee County will give approval for payment.

SUPERVISION AND SAFETY

- a. The Contractor(s) (Vendor) shall be responsible for the supervision and direction of the work performed by his/her employees.
- b. The Contractor(s) (Vendor) shall be responsible for instructing his/her employees in all applicable safety measures and requirements. All equipment used by the awarded Contractor (Vendor) shall be in safe operating condition at all times, and shall be free from defects or wear which may in any way constitute a hazard to any person or persons on County property. All electrical equipment shall be properly grounded. The awarded Contractor (Vendor) shall be responsible for instructing his/her employees to wear proper personal protective equipment while doing work under this quote.
- c. The Contractor(s) (Vendor) shall exercise due safety when performing the Landscape Maintenance work specified herein, so as not to create a vehicular or pedestrian hazard. All appropriate safety measures should be considered, including but not limited to utilizing safety vests, flashing lights, barricades, "Workers Ahead" type signs, etc., as appropriate.

- d. The awarded Contractor(s) (Vendor) must fully adhere to the Federal Occupational Safety and Health Act. (OSHA).

MATERIALS AND EQUIPMENT

- a. The awarded Contractor(s) (Vendor) shall be responsible for the complete performance of all work under this agreement
- b. The awarded Contractor(s) (Vendor) shall supply all materials and equipment required performing under this agreement.
- c. Lee County reserves the right to review and approve the list of materials the Contractor(s) (Vendor) plans to utilize for pest and disease control and weed control. If requested, the Contractor(s) (Vendor) shall submit the list within 5 calendar days of request to Jim Kirkpatrick or Pablo Adorno, Parks and Recreation.

ASSIGNING BY THE CONTRACTOR(S) (VENDOR)

The Contractor(s) (Vendor) shall not assign, transfer or sub-contract any portion of this agreement unless prior permission is given by Lee County.

REQUIRED SUBMITTALS

- a. Contractor(s) (Vendor) shall furnish with their quote, a complete list of all equipment to be used to perform the work under this agreement.
- b. Contractor(s) (Vendor) shall furnish with their quote, three current references for which his/her firm provides similar type Landscape Maintenance as requested in this quote. Include name, address and phone number of contact person and term of service provided.
- c. All licenses required for the application of herbicides, pesticides etc. and any other licenses deemed necessary to accomplish this project such as occupational licenses etc.

INFORMATION REGARDING 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.

DAMAGE TO COUNTY PROPERTY

- a. Damage to County property such as to buildings, ground lighting, watering systems, trees or plantings, directly caused by the landscape maintenance crew during the time they are on County Property, or as a result of said performance of this service, shall be assumed by the Contractor(s) (Vendor). Lee County must be notified the same day any occurrence of damage takes place.
- b. The Contractor(s) (Vendor) will not be responsible for any damages caused by acts of nature, including, but not limited to fire, wind storm, rising water, wind driven rain, frost, or hail, nor any intentional or negligent acts of persons not employed by the Contractor(s) (Vendor).

EXAMINATION OF SITE AND SPECIFICATIONS

- a. It is the vendor's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Failure to visually inspect the facilities may be cause for disqualification of your bid. Lee County suggests that vendors visit the sites of work and acquaint themselves with the conditions as they exist and the operations to be carried out under this quote. Vendors shall make 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. By submitting a quote, the Contractor(s) (Vendor) agrees that he or she has carefully examined the specifications and the site and he or she is satisfied as to the nature and location of the work, the general and local conditions and all matters that may in any way affect performance under this agreement. As a result of such examination, he or she will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement or any lack of information.

- b. Lee County shall not be responsible for oral interpretations given by any County employees, representatives, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

REPORTING, INSPECTIONS AND APPROVAL OF WORK PERFORMED

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

CONTRACT

The Purchase Order shall be the contract.

LICENSING REQUIREMENTS

The awarded Contractor (Vendor) must be properly certified by the State of Florida to provide the work specified in this agreement and provide a copy of all required documentation. The awarded Contractor (Vendor) may sub-contract that portion of the work that requires certification, with prior permission from Lee County.

SCHEDULING OF WORK

The awarded vendor shall **not** perform services at the Boston Red Sox/City of Palms Park or Lakes Park during scheduled major events, such as spring training baseball games, concerts, etc. Lee County agrees to provide the awarded vendor with thirty days advance notice of all major events. All site visits for services shall be scheduled with the on-site Lee County representative, Pablo Adorno.

MEETING PRIOR TO CONTRACT START-UP

The awarded vendor(s) shall attend a meeting prior to start-up of work with Lee County. The purpose of this meeting shall be to help familiarize the vendor(s) with the Lee County organizational structure and procedures. The awarded vendor must be aware of, understand, and agree to work within this structure.

BASIS OF AWARD

This quote shall be awarded to the firm offering the lowest total cost per site or overall cost for all two sites (A & B) that meets all specification requirements and also best serves the needs of Lee County.

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

LEE COUNTY RESERVES THE RIGHT

IF IT IS DEEMED NECESSARY TO ADD OR DELETE SERVICE TO THESE SITES AND/OR 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.

METHOD OF PAYMENT

Payment will be made to the vendor(s) on a monthly basis for the services utilized in the previous month.

SERVICE CALLS

Vendors must respond to normal requests for service within forty-eight (48) hours after notification.

SERVICE CALL BACKS

If callbacks are necessary, the awarded Vendor shall perform service calls within twenty-four (24) hours after receipt of notice of a problem. In the event a problem arises that is determined to be an "emergency" by the Parks and Recreation Director, or designee, the awarded Vendor agrees to respond within twelve (12) hours of notification. Such service calls shall be handled at no additional cost to Lee County.

TOLLS

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

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.

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 Jim Kirkpatrick, 941-461-7459 in the event of natural disasters.

FYI ESTIMATED ANNUAL EXPENDITURES

Lee County estimates annual expenditures for the City of Palms Park and the Player Development Center (5 Plex) to be around \$40,000. Lakes Park estimated annual expenditure should be around \$60,000.

2. TECHNICAL REQUIREMENTS

PLANT MATERIAL/DEBRIS REMOVAL

The awarded Contractor (Vendor) shall collect all plant material and debris each day that the Contractor (Vendor) is on site to provide Landscape Maintenance work. The plant material and debris shall be placed on Lee County's property in an area designated by the County representative

WEEDS

Work shall be performed to maintain the specified areas in a weed free condition and along fence lines.

- a. All weeds shall be removed from the plant beds in the designated areas. This includes removing weeds around the base of trees, hedges, shrubs, borders, light poles and fenced in lift stations. The use of a weed eating device will be required. Weed eating devices will be used in areas designated by site representative.
- b. All weeds shall be removed in paved areas, concrete cracks, sidewalks and all other concrete areas for all sites.
- c. During each weeding, or as necessary, the Contractor (Vendor) shall smooth out the rocks or mulch in the beds, if applicable.

EDGING

Edging will be required at all sites where it is necessary to have neat edged appearance. Also in order to keep sites neat blowing will be required.

PRUNING HEDGES, SHRUBS, TREES, GROUND COVER

Pruning shall be done as to maintain the hedges, shrubs, trees and ground cover in the manner specified below.

- a. The Contractor(s) (Vendor) shall keep all hedges, shrubs, trees, and ground cover trimmed so as to present a neat and well-kept appearance, while maintaining the natural shape and characteristics of the plant variety. The County's designee will be the sole judge as to what constitutes a neat and well-kept appearance. (Note: No topping off hedges/squaring off will be allowed at Lakes Park.)
- b. Pruning shall include removal of plant material that is broken, dead or diseased. When removing diseased plant material, the cut should be made well into the healthy plant material.
- c. Pruning shall include removal of inward growing branches and crossing or rubbing branches. Lower canopies of all trees need to be trimmed to approximately 8'. Should reduce lower branches and force tree to up with strong central leader.
- d. Pruning shall be done to shape the plant and to renew the vigor of the plant.
- e. Generally, flowering shrubs or constant blooming plants shall be pruned as designated by county parks rep.
- f. Tree wells to be edged and maintained weed-free, in approximately a 3' radius from the tree base, with the exception of palm trees designated by site representative. Mulch around all trees approximately two (2) foot radius in lawns

FERTILIZATION (Application only. Lee County will supply all fertilizers to be used for this contract.)

- a. All trees and shrubs, etc., shall be fertilized as directed by site representative.
- b. The fertilizer shall be applied in the following quantities, utilizing a measuring device to ensure proper application.

Small shrubs and ground cover - 1/2 pound per plant per application
Medium shrubs - one pound per plant per application
Large shrubs - two pounds per plant per application
Trees - 1/2 pound per application, per inch of diameter of the trunk (for trees six inches or less) and one pound per application, per inch of diameter of the trunk (for trees over six inches)
Palms - five pounds per tree per application
- c. Fertilizer shall be distributed in a band halfway between the stem and the circumference of the drip line and equal distance past the drip line. Fertilizer shall be distributed by hand, over the band, as evenly as possible.
- d. Fertilizer that lands on the leaves shall be shaken off.
- e. Fertilizer shall be placed just inside the tree well on the palms and trees.

MULCH

All mulch shall be Flori-Mulch, (prefer red flori mulch) and pine straw certified by the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, unless otherwise specified by a Lee County representative.

All tree wells and all plant beds, etc., shall have mulch applied.

The mulch shall be applied as directed by Parks; mulch shall be applied to a depth of 4 inches, with a settled depth of 3 inches. Mulch should be kept 2" away from trunk.

PLEASE NOTE: Some trees do not currently have tree wells. It shall be the awarded vendor's responsibility to prepare tree wells and install mulch as specified by the site representative. The tree wells shall be approximately 2-3 feet in diameter, but no wider than the drip line.

Designated Palm Trees shall not have mulch installed around the base.

OPTIONS A & B (Trimming trees 19 ft. or greater requiring a boom truck)

Occasionally Lee County will desire to have trees trimmed over 19 feet (palms & hardwoods) or taller. Under Option A on the proposal quote form, Contractor(s) (Vendors) are asked to price out this service per tree trimmed. Option A will be awarded at Lee County's sole discretion.

OPTION C (Plant and tree replacement)

Occasionally Lee County may desire to replace some plants, trees, etc. Under Option B on the proposal quote form, Contractors (Vendors) are asked to indicate the percentage of mark-up over cost they would offer to Lee County on the installation and replacement plant material. Lee County shall have the sole discretion as to the type of plant materials that will be utilized. Option B will be awarded at Lee County's sole discretion.

OPTION D (Pest and disease control)

If pests (insects) or diseases are detected which are causing damage to trees, palms, shrubs, etc., then the appropriate control measures shall be mutually agreed upon between the awarded Contractor(s) (Vendor) and the County representative. These control measures shall be applied on an as needed basis.

PRICES

If the awarded vendor desires a price increase during the life of the contract period, the vendor may request the increase, in writing, from Lee County. The letter should document the amount and cause of the price increase.

Any request for a price increase must be reviewed and approved by the Lee County Parks and Recreation Department. All documentation necessary to review and analyze the request must be submitted to the Parks and Recreation Department. A request for a price increase will only take effect after being authorized, in writing, by the Lee County Parks and Recreation Department. All requests for price increases must come through the Lee County Purchasing Division.

STANDARD CONTRACT - Contracts that will not exceed three hundred and sixty five (365) calendar days; or where costs will not exceed \$500,000; and/or there are no unusual hazards present.

1. **Insurance Requirements:** *These are minimum requirements, which are subject to modification in response to operations involving a higher level of loss exposure.*

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 broad form property damage 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. An appropriate "Indemnification" clause shall be made a provision of the contract.
- b. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

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

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

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

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

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

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

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

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

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

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

Yes _____ No _____

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

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. The mailing envelope has been addressed to:

MAILING ADDRESS

Lee County Purchasing
P.O. Box 398 or
Ft. Myers, FL 33902-0398

PHYSICAL ADDRESS

Lee County Purchasing
1825 Hendry St 3rd Floor
Ft. Myers, FL 33901

12. The mailing envelope **MUST** be sealed and marked with:

Quote Number
Opening Date and/or Receiving Date

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

14. If submitting a "NO BID" please write quote number here _____

and check one of the following:

- Do not offer this product Insufficient time to respond.
- Unable to meet specifications (why)
- Unable to meet bond or insurance requirement.

Other: _____

Company Name and Address:

ITEM (2) COSTS FOR BOSTON RED SOX PLAYER DEVELOPMENT CENTER SITE:

WEED CONTROL	6 services X <u>100</u> cost/service= \$ <u>600</u> ANNUAL COST ✓
EDGING	4 services X <u>50</u> cost/service= \$ <u>200</u> ANNUAL COST ✓
PRUNING	4 services X <u>200</u> cost/service= \$ <u>800</u> ANNUAL COST ✓
FERTILIZATION (Application only) bushes, trees & plants	2 services X <u>150</u> cost/service= \$ <u>300</u> ANNUAL COST ✓
FERTILIZATION (Application only) Palm trees	4 services X <u>100</u> cost/service= \$ <u>400</u> ANNUAL COST ✓
MULCH-RED FLORI MULCH	2 services X <u>1000</u> cost/service= \$ <u>2000</u> ANNUAL COST ✓

TOTAL ANNUAL COST FOR SITE A ITEM (2) \$ 4500.⁰⁰ 4300.⁰⁰
28.

TOTAL ANNUAL COST FOR SITE A ITEMS 1 & 2 \$ 33,100.⁰⁰ 32,900.⁰⁰
28.

**SITE B
ITEM (3) LAKES PARK SITE:**

WEED CONTROL	6 services X <u>2400</u> cost/service= \$ <u>14,400</u> ANNUAL COST ✓
EDGING	1 services X <u>800</u> cost/service= \$ <u>800</u> ANNUAL COST ✓
PRUNING	1 services X <u>1800</u> cost/service= \$ <u>1800</u> ANNUAL COST ✓
FERTILIZATION (Application only) bushes, trees & plants	2 services X <u>1200</u> cost/service= \$ <u>2400</u> ANNUAL COST ✓
FERTILIZATION (Application only) Palm trees	2 services X <u>800</u> cost/service= \$ <u>1600</u> ANNUAL COST ✓
MULCH-FLORI MULCH	2 services X <u>500</u> cost/service= \$ <u>1000</u> ANNUAL COST ✓
MULCH-PINE STRAW	2 services X <u>10,000</u> cost/service= \$ <u>20,000</u> ANNUAL COST ✓

TOTAL ANNUAL COST FOR SITE B ITEM (3) \$ 42,000.⁰⁰ ✓

GRAND TOTAL ANNUAL COST FOR SITES A & B \$ 75,100.⁰⁰ 74,900.⁰⁰

(OPTIONAL ITEM BELOW ARE NOT A PART OF THE BASIS OF AWARD AND WILL BE CALLED FOR ON AN AS NEEDED BASIS.)

OPTION A: TRIMMING HARDWOOD TREES 19 FT OR GREATER REQUIRING A BOOM TRUCK \$ 250 PER TREE ALL SITES ✓

OPTION B: TRIMMING PALM TREES 19 FT OR GREATER REQUIRING A BOOM TRUCK \$ 125 PER TREE ALL SITES ✓

OPTION C: PLANT AND TREE REPLACEMENT % 50 OVER COST ✓

OPTION D: PEST AND DISEASE CONTROL \$ 90⁰⁰ PER HOUR ALL SITES ✓

NOTE: SUBMITTALS ARE REQUIRED, SEE PAGE 15 .

TO BE STARTED WITHIN 1 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

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

Yes X 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 X

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 Roos Bros, Inc.

BY (Printed): Debora Roos

BY (Signature): Debora E. Roos

TITLE: president

FEDERAL ID # OR S.S. # 65-0490299

ADDRESS: P.O. Box 150054

Cape Coral, FL 33915

PHONE NO.: 239-731-9226

FAX NO.: 239-731-3211

CELLULAR PHONE/PAGER NO.: 239-671-0765

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 952636 Pest Control JE117509

E-MAIL ADDRESS: Roos Bros Inc @ aol . com

REVISED: 7/28/00

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?

8051 Dosontc Lane
N. Ft. Myers, FL 33915

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

20 acre plant Nursery

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.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

ATTACHMENT 5**Christopher Jeffcoat - Quote #Q-050238**

From: John Yarbrough
To: Jeffcoat, Christopher
Date: 4/21/2005 4:35 PM
Subject: Quote #Q-050238
CC: Mitar, Cindy

Please proceed in awarding the above referenced quote for Landscape Maintenance to Roos Bros Inc. After careful consideration and review, staff has determined that both Site A and Site B would best be provided by Roos Bros Inc. Landscape Maintenance will be maintained at Lakes Park, City of Palms Park and the five plex.

Funding will be made available in account #KH5722000100.503490 (Parks and Recreation Operations-General Fund-n/a subfund-Other Contracted Services) in an amount of approximately \$100,000.

If you have any questions, please don't hesitate to contact me.

**LEE COUNTY, FLORIDA
 PROPOSAL QUOTE FORM
 FOR LANDSCAPE MAINTENANCE
 FOR BOSTON RED SOX/CITY OF PALMS PARK, BOSTON RED SOX PLAYER
 DEVELOPMENT CENTER (FIVE PLEX) AND LAKES PARK
 (NO MOWING)**

DATE SUBMITTED: 3-22-05

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

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

The undersigned acknowledges receipt of Addenda numbers: One

Note: Lee County Parks and Recreation will provide all fertilizers to be used on this project. Vendors will only be responsible to put the fertilizers down. Also please note that all services frequencies are given for evaluation purposes only and no guarantees are implied.

SITE A (CONSISTS OF ITEMS 1 & 2)

ITEM (1) COSTS FOR BOSTON RED SOX/CITY OF PALMS PARK SITE AND PARKING AREA:

WEED CONTROL	6 services X <u>800</u> cost/service= \$ <u>4800</u> ANNUAL COST ✓
EDGING	4 services X <u>150</u> cost/service= \$ <u>600</u> ANNUAL COST ✓
PRUNING	4 services X <u>1200</u> cost/service= \$ <u>4800</u> ANNUAL COST ✓
FERTILIZATION (Application only) bushes, trees & plants	2 services X <u>800</u> cost/service= \$ <u>1600</u> ANNUAL COST ✓
FERTILIZATION (Application only) Palm trees	4 services X <u>200</u> cost/service= \$ <u>800</u> ANNUAL COST ✓
MULCH-RED FLORI MULCH	2 services X <u>8000</u> cost/service= \$ <u>16000</u> ANNUAL COST ✓

TOTAL ANNUAL COST FOR SITE A ITEM (1)

\$ 28,600. ✓