

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

Blue Sheet No. 20020723

1. REQUESTED MOTION:

ACTION REQUESTED Approve award of Formal Quotation # Q-020383, Lot Mowing for Codes and Building Services, for the Community Development Department, Development Services Division, Code Enforcement Section to the overall low quoter meeting all specification requirements Tropics Lawn Service (primary vendor) and P & T Lawn and Tractor Service (secondary vendor). The initial term of this agreement is for one year. Request authority to renew this quotation for four additional one-year periods if in the best interest of the County, at the expiration of the original term. Also, request authority to act on behalf of the board to proceed to the next lowest quoter in the event of vendor non-compliance, such as the inability of the awarded vendor to obtain the performance bond. For general information, the Development Services Division estimates annual expenditures for Lot Mowing will be in excess of \$50,000. Funding will come from the individual departments budget and they will be responsible for monitoring their own expenditures.

WHY ACTION IS NECESSARY: According to Section 9.4.1 of the Lee County Purchasing and Payment Procedures Manual, approved by the Board on 3/21/00, purchases over the \$50,000.00 must be approved by the Board.

WHAT ACTION ACCOMPLISHES: Establishes a competitive, fair market pricing for the purchase of mowing services.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #

C4B

3. MEETING DATE:

07-02-2002

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. AC-4-I
- CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Mary Gibbs
- C. DIVISION Development Services

BY: Walter McCarthy
Bob Stewart BS

7. BACKGROUND: On May 21, 2002 Purchasing received three quotations for Lot Mowing for Codes and Building Services for the Community Development Department, Division of Delvelopment Services (Code Enforcement). After review of the quotes by Codes Enforcement a recommendation was made to award to Tropics Lawn Service (Primary Vendor) and to P & T Lawn and Tractor Service (Secondary Vendor).

- Attachments: (1) Tabulation Sheet (3) Specification
(2) Departments Recommendation (4) Vendors Quotations

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<u>Mary Gibbs</u>	<u>Jane Sheehan</u> 6-17-02 6-17-02	<u>N/A</u>	<u>n/a</u>	<u>W/O</u> 6/18/02	<u>OM</u> 6/19/02	<u>Risk</u> 6/20/02	<u>GC</u> 6/20/02	<u>BS</u>	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY
COUNTY ADMIN.
6/19/02
COUNTY ADMIN.
FORWARDED TO:
6/20/02
330

REC'D 6/18/02
by CO. ATTY.
BS
CO. ATTY.
FORWARDED TO:
BUDGET
6/19-02 11:15

ATTACHMENT

FORMAL QUOTATION #Q-020383	LEE COUNTY, FLORIDA TABULATION SHEET		
OPENING DATE: MAY 21, 2002	FOR		
BUYER: CHRIS JEFFCOAT	LOT MOWING FOR CODES & BUILDING SERVICES		
	TROPICS	P&T LAWN	ECOSYSTEMS
VENDORS	LAWN	& TRACTOR	TECHNOLOGIES
	SERVICE	SERVICE	INC.
COPIES PROVIDED	Y	Y	Y
ADDENDUM AKNOWLEDGED	NONE	NONE	NONE
SECTION ONE-SOUTH (LOTS)			
0-6500 sq. ft.	\$65.00	\$85.00	\$325.00
6501-12,000 sq. ft.	\$65.00	\$100.00	\$368.00
12,001-20,000 sq. ft.	\$65.00	\$100.00	\$410.00
20,001-43,560 sq. ft.	\$65.00	\$90.00	\$450.00
43,561 sq. ft. and over	\$65.00	\$30.00	\$490.00
SECTION TWO-NORTH (LOTS)			
0-6500 sq. ft.	\$65.00	\$85.00	\$325.00
6501-12,000 sq. ft.	\$65.00	\$100.00	\$368.00
12,001-20,000 sq. ft.	\$65.00	\$100.00	\$410.00
20,001-43,560sq. ft.	\$65.00	\$90.00	\$450.00
43,561 sq. ft. and over	\$65.00	\$30.00	\$490.00
SERVICE TO BE STARTED WITHIN	TWO DAYS	SEVEN DAYS	?
LOCAL VENDOR PREFERENCE	Y	Y	Y
MODIFICATIONS	N	N	N
QUOTE SIGNED	Y	Y	Y
NO BIDS			
POSTING TIME/DATE			
FROM: _____ / _____			
UNTIL _____ / _____			
BY: _____			

ATTACHMENT 2

From: Charlie DiFelice
To: Jeffcoat, Christopher
Date: 5/30/02 9:27AM
Subject: Re: Lot Mowing for Codes & Building Services Quote Q-020383

Hi Chris,

Sorry for the delay, I was tied up with Knee Surgery. If I am reading the paperwork correctly, we have three bids. Tropics Lawn Service has the lowest bid by far. They have done our lot mowings before and did a good job. I would like to see the contract awarded to them for sections one and two. A few years back, we had a problem with P&T not keeping up with the work. Where we have only three bids, and Ecosystems prices are a lot more than P&T, I think we should give P&T another chance and use them as the secondary to Tropics, should Tropics fall behind. If you have any questions, please feel free to contact me.

Thanks for all your help
Charlie DiFelice

>>> Christopher Jeffcoat 05/30/02 08:13AM >>>
Charlie,

On May 22, 2002 the quotes for this project along with a tabsheet were sent to yu for review and recommendation of award. I needed to receive your vendor award recommendation by May 28, 2002 in order to finalize this project. Please e-mail your recommendation to me as soon as possible. thanks,
Chris

CC: Nye, Mary; Roberts, Rick; Roenigk, Fred; Smith, Paul

ATTACHMENT 3



LEE COUNTY
SOUTHWEST FLORIDA

PROJECT NO.: Q-020383

OPEN DATE: MAY 21, 2002

AND TIME: 2:30 P.M.

PRE-BID DATE: MAY 3, 2002

AND TIME: 2:00 P.M.

LOCATION: Lee County Purchasing Services
3434 Hancock Bridge Parkway, 3rd fl.
N. Ft. Myers, FL 33903

REQUEST FOR QUOTATIONS

TITLE:
LOT MOWING FOR
CODES AND BUILDING SERVICES

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING
3434 HANCOCK BRIDGE PKWY, 3RD FLOOR
P.O. BOX 398
FORT MYERS, FL 33902-0398

BUYER: CHRIS JEFFCOAT
PURCHASING AGENT
PHONE NO.: (941) 689-7392

**LEE COUNTY, FLORIDA
QUOTATION FORMS
FOR:
LOT MOWING FOR CODES AND BUILDING SERVICES**

INDEX OF REQUEST FOR QUOTATIONS

<u>QUOTATION INFORMATION</u>	<u>PAGE</u>
GENERAL CONDITIONS	2
PRICE QUOTATION INFORMATION	14
SIGNATURE PAGE	16
DETAILED SPECIFICATIONS	17
INSURANCE GUIDELINE	24
PERFORMANCE BOND FORMS	26
LOCAL VENDOR PREFERENCE QUESTIONNAIRE	29
BIDDERS CHECK LIST	31

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 (941) 689-7385.

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 Services 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 to 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 \$15,000.00 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

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:

NOTE: VENDORS CAN BID EITHER SECTION OR BOTH

**PRICE PROPOSAL
SECTION ONE-SOUTH**

SIZE OF LOTS IN SQUARE FEET

- | | | |
|----|-----------------|--|
| 1. | 0 - 6500 | \$_____ per lot |
| 2. | 6501 - 12,,000 | \$_____ per lot |
| 3. | 12,001 - 20,000 | \$_____ per lot |
| 4. | 20,001 - 43,560 | \$_____ per lot |
| 5. | 43,561 and over | \$_____ per acre mowed,
rounded up to the next whole number |

**PRICE PROPOSAL
SECTION TWO-NORTH**

SIZE OF LOTS IN SQUARE FEET

- 1. 0 - 6500 \$ _____ per lot
- 2. 6501 - 12,,000 \$ _____ per lot
- 3. 12,001 - 20,000 \$ _____ per lot
- 4. 20,001 - 43,560 \$ _____ per lot
- 5. 43,561 and over \$ _____ per acre mowed,
rounded up to the next whole number

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:

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS FOR
LOT MOWING FOR
CODES AND BUILDING SERVICES**

SCOPE

The intent of this specification is to obtain an annual quote for the "mowing of real property", as required by ordinance, for Lee County Codes and Building Services. The typical lot to be mowed is a vacant residential lot (approximately 6,500 to 20,000 square foot) containing some trash, with grass approximately three to four foot high. Occasionally lots with residences on them will be required to be mowed.

(VENDORS MAY BID EITHER SECTION OR BOTH)

SECTION ONE

This quote for section one, which will consist of lots on the south side of Colonial Boulevard from the Caloosahatchee River to State Rd 82 in unincorporated Lee County, south to the Collier County Line including Ft. Myers Beach, City of Bonita Springs, and Captiva Island. This area will extend west to The Caloosahatchee River and East to the South side of State Rd 82 extending to the Hendry and Collier County Lines on the east side.

SECTION TWO

This quote for section two, which will consist of lots on the north side of Colonial Boulevard to the Charlotte County Line East to the Hendry County Line north of State Rd 82. This area includes Lehigh Acres North of State Rd 82, Alva, East Ft Myers, North Ft Myers, Pine Island, St. James City, Bokeelia and Boca Grande

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.

BASIS OF AWARD

Vendors should be aware that Lee County anticipates awarding this quotation to a primary vendor and a secondary vendor for each section. The majority of the business will be given to the primary vendor. Lee County shall utilize the secondary vendor, only when the primary vendor cannot supply workers within a reasonable period of time (as determined by Lee County). The primary vendor will be contacted first in all cases.

The vendor offering the overall low quote as detailed above, meeting all specification requirements and providing all required submittals will be considered the primary vendor. The vendor offering the next overall low quote, meeting all specification requirements and providing all required submittals will be considered the secondary vendor.

INVOICING

All invoices and photos are to be submitted to Code Enforcement Office for review and approval before Code Enforcement forwards them to Lee County Finance Department.

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.

PERFORMANCE BOND (Lee County annually spends \$50,000.00 for lot mowing)

A performance bond in the amount of 100% of the annual amount Lee County spends for lot mowing (\$50,000.00) will be required by the successful quoter of this contract. The performance bond shall be issued by the successful quoter within twenty-one calendar days from date of Written Notice of Award. A surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida shall be required from the successful quoter. This shall insure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the successful quoter's performance under such contract. Only the form provided with the contract documents will be accepted.

QUALIFICATIONS OF SURETY COMPANIES

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

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

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

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

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

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

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

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

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

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

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

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

CONSUMER PRICE INDEX ADJUSTMENT

The contract price quoted for this service may be increased annually on the first of October. This increase will be based on the last announced increase in the 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. If approved by the Lee County Codes Department., they will make available to the vendor the increased amount and the new contract total. This increased amount may begin with the billing for the month of October.

Insurance shall be provided, per the attached insurance guide, prior to issuance of notice to proceed.

DESIGNATED CONTACT

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

WORKMANSHIP AND INSPECTION

- a. The supervision of the performance of this contract is vested wholly with Lee County Codes and Building Services.
- b. Lee County Codes and Building Services will decide any and all questions which may arise as to the quality and acceptability of equipment, materials used, work performed, and as to the manner of performance and rate of progress of the work.
- c. Workmanship shall be of the highest quality. All employees of the awarded vendor 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.

SUPERVISION AND SAFETY

- a. The vendor shall be responsible for the supervision and direction of the work performed by his employees.
- b. The vendor shall be responsible for instructing his employees in all safety measures. All equipment used by the awarded vendor shall be maintained in a safe operating condition at all times, and be free from defects or wear

which may in any way constitute a hazard to any person or persons. All electrical equipment shall be properly grounded.

MATERIAL AND EQUIPMENT

- a. The awarded vendor shall be responsible for the complete performance of all work under this quote, for the methods, means and equipment used, and for all materials, tools, apparatus and property of every description used in connection therewith.
- b. To be considered for the quote, each quoter, as a minimum, must have the following equipment:
 1. Tractor for a Bush Hog
 2. Push Mower
 3. Bush Hog
 4. Commercial Riding Mower
 5. Weedeater

DEFAULTS BY AWARDED QUOTER

The awarded quoter may be declared in default and this quote may be terminated by the County for any one of the following reasons:

- a. Failure of the awarded quoter to maintain satisfactory performance level;
- b. Failure of the awarded quoter to schedule his work in such a way as to affect the appearance of the lots to be properly maintained, as required under this quote;
- c. Failure of the quoter to pay for work performed by his employees;
- d. Insolvency of awarded quoter or;
- e. Death of the awarded quoter; if the quoter is an individual.

DETAILED SPECIFICATIONS

- a. The locating of the property and the mowing shall be performed under the supervision of the County Representative.
- b. If the property requested by the County to be mowed, is wholly or partially covered with trash/garbage, is otherwise unmowable with the commercial equipment as listed herein, or has been mowed since notice to mow was given to the vendor, the vendor shall notify the County Representative in writing of these facts, within 24 hours.
- c. All lots and acreage shall be mowed to an average height of less than 6 inches, and within 15 inches of obstacles (poles, trees, boulders, etc.).
- d. All fenced, developed, residential or commercial lots requiring mowing, with unlocked fence areas, shall be entered by the vendor, and mowed with the appropriate equipment, i.e. lawn mower, tractor, etc.

- e. Properties of a size less than one acre shall be mowed in their entirety. Acreage, however, shall have mowed "only that part of the growth within one hundred fifty (150) feet of a Residential, Commercial, or Industrial Use boundary."
- f. The vendor shall be responsible for clean-up of any debris or cuttings thrown or dragged by his machinery onto adjacent property and roadways.
- g. Any damage to buildings, trees, utilities, etc., shall be reported by the vendor in writing, within 24 hours, to the County Representative.
- h. The vendor shall remove and properly dispose of minor horticultural waste from lots to be mowed. The vendor is not required to remove large items, i.e., large tree limbs, etc.
- i. When the vendor is required to mow a lot with a residence on it, the vendor shall be required to trim around the trees, the residence, fences, etc., with a weedeater.
- j. The vendor will pick up a list of properties requiring mowing within 48 hours after being notified by telephone that the list is ready at the Code Enforcement Office. Contractor will have an answering machine or a number where someone will receive the message that the list is ready. It is the contractors responsibility to retrieve these messages and pick up the lists within the 48 hours after notice is given. Vendor shall submit his invoice along with required photos within 48 hours after completing the entire list to the Code Enforcement Office. (Contractor must comply with all time limits listed in this proposal).
If the property listed for work has been mowed prior to the awarded vendor's work schedule or is not mowable, Lee County will not pay the awarded vendor for any trip fees, mowing fees or any other fees.
Lee County offers no guarantee of a set number of lots to be mowed. Vendors are required to have either an answering machine, an answering service, a pager, or an office which is operational to receive phone calls for the purpose of notification of properties to be mowed. The vendor, or his staff, shall be available by these means during normal work hours, from approximately 8:00 a.m. to 4:00 p.m., Monday through Friday.
- k. **All the above-mentioned work must be performed within 10 days after receipt of the "List" from the County.**
- l. In the the event that the awarded vendor cannot provide the service within the 14 days as required above, Lee County reserves the right to utilize another vendor.
- m. Quotes shall be submitted based on the following four (5) sizes of property:
 - 1. - 0 - 6500 sq. ft. - per lot
 - 2. - 6501 – 12,000 sq. ft. - per lot
 - 3. – 12,001-20,000 sq. ft. - per lot
 - 4. - 20,001-43,560 sq ft. – per lot
 - 5. - 43,561 sq. ft. and over - per acre mowed, rounded up to the next whole number

- n. Lee County requires that the awarded vendor take a photograph, before and after, each lot is mowed. These photographs must accompany the "List" and invoice in order for the vendor to receive payment. Contractor is to supply his own camera and film and understands that the county becomes owner of all photos and invoices submitted by the contractor and this service is included in the contractors bid price.

DEBRIS DISPOSAL

All debris, construction scrap, landscape or tree trimmings shall be disposed of at Lee County's designated landfill facility; as per Ordinance #88-40. Materials, which will be recycled, and materials produced as a result of work done on Boca Grande, are exempted from this requirement.

REQUIRED SUBMITTALS

Vendors shall supply the following information, on company letterhead, with their quote. The submittals requested should be returned with the quote response.

- a. Each quoter shall submit a complete list of all equipment they presently own to be utilized as part of this quote. The list will include the quantities, make, model and age of each item.
- b. Each quoter shall submit the names, addresses, telephone numbers and contact persons of active accounts related as closely as possible to the type of work specified under this quote.
- c. Each quoter shall submit a brief company history.
- d. Each quoter shall indicate the means by which their firm will be available to receive communication from Lee County, i.e. answering machine, pager, etc.

GUIDE "E"

INSURANCE REQUIREMENTS FOR SERVICE

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**

Requirement #3: Each policy shall provide a 30 day notification clause in the event of cancellation, non-renewal or adverse change.

This Standard Insurance Language is to be utilized for Contracts, or Agreements meeting these circumstances. Certain conditions and/or exposures may not relieve or limit the liability of the vendor. These requirements may not be sufficient or adequate to protect the vendor's interests or liabilities, but are merely minimums.

Circumstances

Project is for vendors providing a service such as but not limited to lawn maintenance, janitorial, painting, carpentry, moving, equipment service or repair.

Worker's 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. Employees liability will have minimum limits of:

\$100,000 per accident
\$500,000 disease limit
\$100,000 disease limit per employee.

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:

\$100,000 bodily injury per person (BI)
\$300,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD) or
\$300,000 combined single limit (CSL) of BI and PD

Business Automobile Liability

Coverage shall apply to owned vehicles and/or hired and non-owned vehicles and employee non-ownership use with minimum limits of:

\$100,000 bodily injury per person (BI)
\$300,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD) or
\$300,000 combined single limit (CSL) of BI and PD

Certificate of Insurance

An original hand signed certificate shall be on file with and approved by the Lee County Risk Management Office prior to the commencement of any work activities.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be on file with Risk Management at least 15 days prior to the expiration date.

Revised 10/18/00

BOND NO.: _____

PERFORMANCE BOND

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

(Business Address)

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

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

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

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

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

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

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

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

PRINCIPAL: _____

BY: _____
Authorized Signature (Principal)

Printed Name

Title of Person Signing Above

STATE OF _____
COUNTY OF _____

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

who has produced _____
(Type of Identification and Number)
as identification.

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

BY: _____
As Attorney in Fact (Attach Power)

Printed Name

Agency Name

Agency Mailing Address

Agency Telephone Number

STATE OF _____
COUNTY OF _____

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

who has produced _____
(Type of Identification and Number)
as identification.

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

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 SERVICES - 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:

Lee County Purchasing Services		Lee County
Purchasing		
P.O. Box 398	or	3434 Hancock Bridge Pkwy
3 rd FL		
Ft. Myers, FL 33902-0398		N. Ft. Myers, FL 33903
- ___ 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:

ATTACHMENT 4

LEE COUNTY, FLORIDA
 PROPOSAL QUOTE FORM
 FOR

DATE SUBMITTED: 5/21/02

VENDOR NAME: Tropics Lawn Service

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:

John N. Gall

NOTE: VENDORS CAN BID EITHER SECTION OR BOTH

**PRICE PROPOSAL
 SECTION ONE-SOUTH**

SIZE OF LOTS IN SQUARE FEET

- | | | |
|----|-----------------|---|
| 1. | 0 - 6500 | \$ <u>65.⁰⁰</u> per lot |
| 2. | 6501 - 12,000 | \$ <u>65.⁰⁰</u> per lot |
| 3. | 12,001 - 20,000 | \$ <u>65.⁰⁰</u> per lot |
| 4. | 20,001 - 43,560 | \$ <u>65.⁰⁰</u> per lot |
| 5. | 43,561 and over | \$ <u>65.⁰⁰</u> per acre mowed,
rounded up to the next whole number |

**PRICE PROPOSAL
SECTION TWO-NORTH**

SIZE OF LOTS IN SQUARE FEET

- 1. 0 - 6500 \$ 65.⁰⁰ per lot
- 2. 6501 - 12,,000 \$ 65.⁰⁰ per lot
- 3. 12,001 - 20,000 \$ 65.⁰⁰ per lot
- 4. 20,001 - 43,560 \$ 65.⁰⁰ per lot
- 5. 43,561 and over \$ 65.⁰⁰ per acre mowed,
rounded up to the next whole number

TO BE (STARTED) WITHIN 2 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

Tropics Lawn Service

BY (Printed):

Lee W. Hall

BY (Signature):

Lee W. Hall

TITLE:

President

FEDERAL ID # OR

S.S.# 59-2787251

ADDRESS:

P.O. Box 2789 Ft. Myers
FL 33902

PHONE NO.:

(239) 656-0939

FAX NO.:

(239) 656-6699

CELLULAR PHONE/PAGER NO.:

(239) 691-5401

LEE COUNTY OCCUPATIONAL LICENSE NUMBER:

870814

E-MAIL ADDRESS:

tropics @ people pc . com

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?**

236 Evergreen Rd., N. Ft. Myers, FL.

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

1750 s.f. Storage building

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?** 3

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

Kubota 47 HP Tractor & 6' Bush-hog
Gravelly walk-behind Bush-hog For Fenced
in areas, weed-eaters etc.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

N/A

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.

Sheriffs Dept. - South Sub-station

Mich. Health Dept.

Codes & Building Services

E. Lee Co. Sheriffs Sub-station

Envir. Lab.

LEE COUNTY PURCHASING SERVICES - 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:

Lee County Purchasing Services		Lee County
Purchasing		
P.O. Box 398	or	3434 Hancock Bridge Pkwy
3 rd FL		
Ft. Myers, FL 33902-0398		N. Ft. Myers, FL 33903
- 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 N/A 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:

TROPICS LAWN SERVICE
PO BOX 2789 Ft. Myers, FL
33902

P & T Tractor Service, Inc.

Post Office Box 50548 Fort Myers, FL 33905-0548

(239) 694-4848

FAX (239) 694-4848

Ztepet@aol.com

Lee County Board of County Commissioners
Division of Purchasing
3434 Hancock Bridge Parkway
3rd Floor
Fort Myers, FL 33903

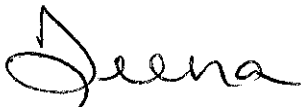
Enclosed please find our Proposal for the Lot Mowing for Codes and Building Services.
Project Number Q-020383

The following attachments have been included:

Quote Form	Page 1-3
Local Vendor Preference	Page 4-5
List of Equipment	Page 6
References	Page 7-8
Brief History	Page 9
Forms of Contact	Page 10
License	Page 11-12
Insurance	Page 13

If you should have any further questions, please do not hesitate to contact our office at
(239) 694-4848 or my cell phone is 707-4610.

Sincerely,



Pete & Teena Zielinski
P & T Lawn & Tractor Service

LEE COUNTY, FLORIDA
 PROPOSAL QUOTE FORM
 FOR

DATE SUBMITTED: May 21, 2002

VENDOR NAME: P & T Lawn & Tractor service

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:
NA

NOTE: VENDORS CAN BID EITHER SECTION OR BOTH

**PRICE PROPOSAL
 SECTION ONE-SOUTH**

SIZE OF LOTS IN SQUARE FEET

1.	0 - 6500	\$ <u>85.00</u> per lot
2.	6501 - 12,,000	\$ <u>100.00</u> per lot
3.	12,001 - 20,000	\$ <u>100.00</u> per lot
4.	20,001 - 43,560	\$ <u>90.00</u> per lot
5.	43,561 and over	\$ <u>30.00</u> per acre mowed, rounded up to the next whole number

**PRICE PROPOSAL
SECTION TWO-NORTH**

SIZE OF LOTS IN SQUARE FEET

- | | | |
|----|-----------------|--|
| 1. | 0 - 6500 | \$\$85.00 per lot |
| 2. | 6501 - 12,,000 | \$\$100.00 per lot |
| 3. | 12,001 - 20,000 | \$\$100.00 per lot |
| 4. | 20,001 - 43,560 | \$\$90.00 per lot |
| 5. | 43,561 and over | \$\$30.00 per acre mowed,
rounded up to the next whole number |

TO BE (STARTED) WITHIN 7 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:

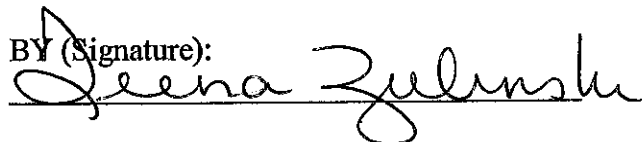
Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote 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
P & T Lawn & Tractor Service

BY (Printed): Teena Zielinski

BY (Signature): 

TITLE: Owner

FEDERAL ID # OR
S.S.# 65-02409564

ADDRESS: P.O. Box 50548
Fort Myers, FL 33994

PHONE NO.: 239-694-4848

FAX NO.: 239-694-4848

CELLULAR PHONE/PAGER NO.:
239-707-4610 and 707-4611

LEE COUNTY OCCUPATIONAL LICENSE NUMBER:
893963

E-MAIL ADDRESS: ztepet@aol.com

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?

15980 Old Olga Road Alva, FL 33920

Located in Lee County

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

50 acres for storage yard

Warehouse is 6,000 square feet

Office space is 144 square feet

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? 8

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

Ford 3910 tractor and Kubota 4900 2 six foot

bush hogs one box blade one disc one fertilizer
spreader one set of choppers one grader blade and
one roto tiller

Complete equipment list attached

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

Material stock is not required for this contract.

Required equipment to complete job is attached

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

Yes X No

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

Lee County Parks & REcreation, Lee County DOT-Median

Plant Beds, Lee County Fleet Mgmt, Lee County Sports

Complex, Lot Mowing with Lee County Code Enforcement,
Lee County Facilities Mgmt-Public Safety Building,

EOC buidling, Lehigh Sheriif Sub Station, Medical Examiners

Lee County Transit

P & T Tractor Service, Inc.
P.O. Box 50548 Fort Myers, FL 33905-0548(941) 694-4848

Equipment presently owned by P & T Tractor Service, Inc.

5	Landscape Trucks
2	Tractor trailers
3	Lawn Equipment trailers
1	Ford tractor & Bush hog
1	Kubota Front End Loader
4	John Deere front runner mowers
1	John Deere belly mower
2	Woods front runner mowers
2	Gravelly front deck tractor mowers
2	Tiger Mowers
2	Stander Mowers
8	Echo Weed Trimmers
8	Echo Back Pack Blowers
4	John Deere Hedge Trimmer
2	Echo Hedge Trimmers
2	Lesco Walk Behind & Self Propelled Fertilizer Spreader
4	Echo Stick Edgers
4	Stihl Chain Saws
1	Echo Chain Saw
1	Power Pruner
2	Lesco Backpack Weed Sprayers

Attachments for the Ford 3910 tractor and Kubota 4900:

2	Six foot bush hog
1	Box blade
1	Disc
1	Fertilizer Spreader
1	Set of choppers
1	Grader blade
1	Roto Tiller

P & T Lawn & Tractor Service, Inc.
Post Office Box 50548
Fort Myers, FL 33905-0548
(239) 694-4848

We are presently under contract with the following companies/clients:

Lee County Incinerator
City of Fort Myers
Lee County Sports Complex
Lee County DOT/plant medians
Pall Aeropower
Edison Community College
Lee County Facilities
Lee County Fleet Management
Henderson Avenue Warehouse
Conway Construction
Lee County Codes & Building Services
Lee County Parks & Recreation

Duties at all above properties include the following:

Mowing	Trimming Trees
Grass Trimming	Trash Clean-up
Edging	Fertilizing
Hedging	Mulching
Landscaping	Bush Hog Mowing
Sprinkler up-keep	

1. Covanta Systems of Lee County, Inc. - (Incinerator) Lawn Maintenance
10500 Buckingham Road Tom Erickson
Fort Myers, FL 33905 337-2200

Size of property is approximately 48 acres Contract held for 7 years

2. City of Fort Myers-Fort Myers Cemetary
P.O. Drawer 2217 Don Musa
Fort Myers, FL 33902-2217 332-6325

Size of property is approximately 60 acres Contract held for 4 years

3. Lee County DOT-Median Plant Beds
P.O. Box 398 Sheryle Dell
Fort Myers, FL 33902 707-6940

Size of property varies

Contract held for 3 years

4. Pall Aeropower

4245 Evans Avenue
Fort Myers, FL 33901

Robin Buboltz
936-8700

Size of property is 5 acres

Contract held for 3 years

5. Edison Community College-work on an on-call basis as needed

P.O. Box 06210
Fort Myers, FL 33906-6210

Georgette
489-9243

6. County Owned Properties

Henderson Avenue Warehouse
Emergency Operations Service
Tice EMS
Medical Examiner

Jayne Elwell
335-2919

7. Conway Construction

1950 Pine Avenue
Alva, FL 33920

Lawn Maintenance of 10 duplex sites and residential
home on 30 acres. Contract held for 7 years.

Jimmy Conway
694-3570

8. Codes & Building Services-Lot Mowing Division-Mow sited properties

Paul Smith

335-2535

9. Lee County Fleet Management

2955 Van Buren Street
Fort Myers, FL 33916

Marilyn Rawlings
338-3233

Size of property is approximately 10 acres.

Contract held for 2 years

10. Lee County Parks & Recreation

P.O. Box 398
Fort Myers, FL

Jack Klipfel
461-7400

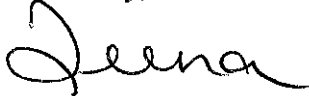
P & T Lawn & Tractor Service, Inc.
Post Office Box 50548
Fort Myers, FL 33905-0548
(239) 694-4848
FAX (239) 694-4848
Ztepet@aol.com

P & T Lawn & Tractor Service has been in business since September of 1989. We are licensed and insured to do all lawn/landscape maintenance and tractor work. We have approximately thirteen years experience in this field and currently employ seven full time employees and five on-call employees. We are natives to Lee County so are extremely familiar with the growing conditions of this area and supply a complete service in lawn care. We are equipped for mowing of all types of grass, weed control, fertilizing, mulching, plant maintenance, and all other services required.

We currently are under contract with Covanta Systems of Lee County, and the City of Fort Myers. I have enclosed a more detailed list of contracts and to whom to contact at each location.

If we can help you in anyway, please do not hesitate to contact my office at (941) 694-4848 or my cell phone at 707-4610 or 707-4611.

Sincerely,



Pete & Teena Zielinski
Owners

P & T Lawn & Tractor Service, Inc.
Post Office Box 50548
Fort Myers, FL 33905-0548
(941) 694-4848
FAX (941) 694-4848

Forms of Contact

We are easily able to contact at all times

Office 694-4848
Mobile Phones Teena 707-4610 Pete 707-4611

All the employes carry a radio that enables us to
contact them immediately

Present Personnel List

Pete Zielinski	Teena Zielinski
Duane Zielinski	Dustin Zielinski
Bookelia Russ	Dave DeArmond
Martin Andres	Ignacio Godinez

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date: **April 12, 2002** Expires: **April 29, 2003**

THE COMMERCIAL LANDSCAPE MAINT. WORKMAN NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING APRIL 29, 2003

TEENA M ZHEIENSKI
15989 OLD OCEAN ROAD
DAVIA, FL 33528

WLB
CHARLES HARRISON, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

TEENA M ZHEIENSKI

COMMERCIAL LANDSCAPE MAINT. WORKMAN LICENSED

LICENSED

HAS PAID THE FEE AND MET ALL OTHER REQUIREMENTS FOR THE PERIOD EXPIRING APRIL 29, 2003

WLB
COMMISSIONER

Shirley J. Luch
 Secretary

Yvonne Card - Frazier

BUREAU OF ENTOMOLOGY & PEST CONTROL
1289 GOVERNOR'S SQUARE BLVD, STE 300
TALLAHASSEE, FLORIDA 32301

LEE COUNTY OCCUPATIONAL LICENSE

LICENSE YEAR: OCTOBER 1, 2001 THRU SEPTEMBER 30, 2002
LICENSE NO: 893983 **SEC:** 471 **CODE:** 48.0
DESCRIPTION: TRACTOR SERVICE
BUSINESS NAME: P & T TRACTOR SERVICE
OWNER: ZIELINSKI PETE J
PHYSICAL ADD: 15980 OLD OLGA ROAD
ALVA FL 33920
MAILING ADD: 15980 OLD OLGA RD
ALVA FL 33920



**POST CONSPICUOUSLY WITHIN THE PLACE OF BUSINESS
AFTER SUBMITTING PAYMENT WITH THE ATTACHED BILL**

(fold)

License becomes delinquent October 1st, at which time the law imposes a 10% penalty, plus 5% per month thereafter, maximum penalty is 25%.

If you are submitting payment within the months listed below, include the following penalty to license fee only, do NOT calculate the penalty on the Surcharge fee or Unpaid Prior Year penalty.
October - 10% penalty, November - 15% penalty, December - 20% penalty, January through September - 25% penalty

FAILURE TO RENEW THIS LICENSE COULD RESULT IN A FINE OF UP TO \$250.00 PER F.S. 205.053.

This statement does not include Tangible Personal Property Taxes. Any questions concerning these taxes contact the Property Appraiser's Office (941/339-6100).

If you have MOVED, CHANGED the BUSINESS NAME or the OWNERSHIP, a new application must be filed. DO NOT WRITE OR MAKE CHANGES ON THIS NOTICE. Please contact the Tax Collector's Office at (941/339-6000 or access our web site at <http://www.leeoc.com>.

**IMPORTANT - THIS LICENSE IS ONLY VALID FOR THE OCCUPATION AND LOCATION INDICATED.
LICENSES MUST BE ISSUED FOR EACH ADDITIONAL LOCATION.**

Call Lee County Pollution Prevention (941/479-6126) for questions concerning the Hazardous Waste SURCHARGE.

DETACH CAREFULLY AND RETURN LOWER PORTION WITH PAYMENT.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/20/02

PRODUCER

Edison Insurance Agency, Inc.
3835 Palm Beach Boulevard #A
Fort Myers FL 33916
Phone: 941-693-0400 Fax: 941-693-2822

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

F. A. T. Tractor, Inc.
Distinguished Lawn Care
P.O. Box 10555
Fort Myers FL 33905

INSURER A: North Pointe Insurance Co.
INSURER B: AnCamp Preferred Ins. Company
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	POLICY NUMBER	DATE OF COMMENCEMENT (MM/DD/YY)	DATE OF EXPIRATION (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	009409320401	06/03/01	06/03/02	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				FIRE DAMAGE (Any one fire) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (See schedule) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				AGGREGATE \$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCV7029643	12/31/01	12/31/02	<input type="checkbox"/> POLICY LIMIT <input type="checkbox"/> OVER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
 Landscape gardening /City of Fort Myers are listed as additional insured in respects to General Liability. *10 days notice of cancellation for non-payment per Florida Statute 627.4133

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Fort Myers
Fax #332-0593
PO Drawer 2217
Fort Myers FL 33902

FORT 002

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

[Handwritten signatures]
 WOODS AT RISK BY 05/20/02

© ACCORD CORPORATION 1999