

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

Blue Sheet No. 20021105

1. REQUESTED MOTION:

ACTION REQUESTED: Approve rejection of all quotations received for Quote # Q-020235, Roadside Mowing, for the Department of Transportation-Operations, due to the inability of the first and second low quoters to secure a performance bond for this project. Also request authority to waive the performance bond when this project is requested.

WHY ACTION IS NECESSARY: To reject all quotes received for this project because of the difficulty of vendors to secure performance bonds.

WHAT ACTION ACCOMPLISHES: Allows this project to be quoted without a performance bond included.

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #**

C9B

3. MEETING DATE:

10-22-2002

4. AGENDA:

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

**5. REQUIREMENT/PURPOSE:
(Specify)**

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

AC-4-1

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT *Transportation*
- C. DIVISION *Operations*

BY: *Scott Gilbertson*

7. BACKGROUND:

In order to establish a contract for Roadside Mowing for the Department of Transportation, the Purchasing Division solicited sealed quotations for this project. Sealed quotes were received on March 12, 2002. On that date ten responses were received, of which four were "No Bids".

(BACKGROUND CONTINUED ON PAGE TWO)

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
<i>10/2/02</i> <i>[Signature]</i>	<i>Janet Sheehan</i> <i>9-27-02</i> <i>[Signature]</i>	<i>N/A</i>		<i>[Signature]</i>	<i>OA</i> <i>RK 10/4</i>	<i>OM</i> <i>[Signature]</i>	<i>Risk</i> <i>[Signature]</i>	<i>GC</i> <i>[Signature]</i>	<i>[Signature]</i> <i>10-3-02</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by *Coddy*
Date: *10/3/02*
Time: *3:55 pm*
Forwarded To: *Budget*
10/10/02 8:30am

RECEIVED BY
COUNTY ADMIN. *KK*
10-4-02
11:00
COUNTY ADMIN.
FORWARDED TO:
10/8/02

(BACKGROUND CONTINUED FROM PAGE ONE)

The low quoter for this project was Gray Oaks Farms; however, they were not able to secure a performance even after attempting to put up collateral for the bond. The second low quoter, J. S. Lawn Care Inc. was also not able to secure a performance bond. The performance bond market has tightened greatly during the past year and the vendors who quoted on this project are small firms and are not established in the performance bond market. In addition to the performance bond issue is the escalating cost beyond the low quoter, the second low quoter would cost 30% more, and the third low quoter would cost 48% more, which would strain the department's budget for this service; therefore, the request to waive the bond when re quoting this project.

ATTACHMENTS: (1) Tabulation Sheet
(2) Specifications
(3) Department Request to Reject

ATTACHMENT #1

QUOTATION NO.: Q-020235	LEE COUNTY, FLORIDA TABULATION SHEET					
OPENING DATE: March 12, 2002	ROADSIDE MOWING FOR DOT					
BUYER: EARL PFLAUMER						
	GRAY OAKS FARMS INC.	RICK RICHARDS INC.	KEMP INC./ KEMP CONSTRUCTION	M & M CONTRACTORS INC.	J.S LAWN CARE INC.	GREENWERX GROUNDS-KEEPING INC.
VENDORS						
NORTH COUNTY COST PER ACRE PER CUTTING	\$9.45	\$14.00	\$25.00	\$40.00	\$11.89	\$13.50
A. Roadway lengths equal 26.3 miles or 218.1 acres						
B. Total cost for North County per cutting	\$2,061.04	\$3,053.00	\$5,452.50	\$8,724.00	\$2,593.00	\$2,944.35
C. Optional Winter Cut cost per cut	\$2,061.04	\$2,617.20	\$5,452.50	\$8,724.00	\$2,593.00	\$2,944.35
CENTRAL COUNTY COST PER ACRE PER CUTTING	\$10.50	\$14.25	\$25.00	\$40.00	\$11.89	\$13.50
A. Roadway lengths equal 13.9 miles or 122.60 acres						
B. Total cost for Central County per cutting	\$1,287.30	\$1,747.00	\$3,065.00	\$4,904.00	\$1,458.00	\$1,655.10
C. Optional Winter Cut cost per cut	\$1,471.20	\$2,617.20	\$3,065.00	\$4,904.00	\$1,458.00	\$1,655.10
SOUTH COUNTY COST PER ACRE PER CUTTING	\$10.25	\$14.00	\$25.00	\$40.00	\$11.89	\$13.50
A. Roadway lengths equal 27.2 miles or 193.70 acres						
B. Total cost for South County per cutting	\$1,985.43	\$2,711.80	\$4,842.50	\$7,748.00	\$2,303.00	\$2,614.95
C. Optional Winter Cut cost per cut	\$2,324.40	\$2,324.40	\$4,842.50	\$7,748.00	\$2,303.00	\$2,614.95
LEHIGH ACRES COST PER ACRE PER CUTTING	\$8.15	\$14.00	\$25.00	\$40.00	\$11.89	\$13.50
A. Roadway lengths equal 64.7 miles or 451.83 acres						
B. Total cost for Lehigh Acres per cutting	\$3,682.41	\$6,325.62	\$11,295.75	\$18,073.00	\$5,372.00	\$6,099.71
C. Optional Winter Cut cost per cut	\$3,817.96	\$5,421.96	\$11,295.75	\$18,073.00	\$5,372.00	\$6,099.71
NORTH EAST COUNTY COST PER ACRE PER CUTTING	\$9.00	\$14.00	\$25.00	\$40.00	\$11.89	\$13.50
A. Roadway lengths equal 9.1 miles or 87.1 acres						
B. Total cost for Northeast County per cutting	\$783.90	\$1,219.40	\$2,177.50	\$3,484.00	\$1,036.00	\$1,175.85
C. Optional Winter Cut cost per cut	\$783.90	\$1,045.20	\$2,177.50	\$3,484.00	\$1,036.00	\$1,175.85
Total Cost for all Five Locations per Cutting	\$9,800.08	\$15,056.82	\$26,833.25	\$35,933.20	\$12,762.00	\$14,489.96
Annualized Amount (7 months x monthly charge)	\$68,600.56	\$105,397.74	\$187,832.75	\$251,532.40	\$89,334.00	\$101,429.72
Calendar Days to Start Work	21	10	7 to 14	left blank	10	10
Are You Electing Local Vendor Preference	Yes	No	No	Yes	No	Yes
Is Quote Signed	Yes	Yes	Yes	Yes	Yes	Yes
Any Modifications	No	No	No	No	No	left blank
NO BIDS						
Environmental Care Inc.						
J & D Mowing Service						
Green Earth Maintenance						
P & T Lawn & Tractor Service						

ATTACHMENT #2



LEE COUNTY
SOUTHWEST FLORIDA

PROJECT NO.: Q-020235

CLOSING DATE: March 12, 2002

AND TIME: 2:30 P.M.

PRE-BID DATE: February 25, 2002

AND TIME: 9:00 A.M.

LOCATION: Lee County Purchasing Office
3434 Hancock Bridge Parkway
Third Floor
North Fort Myers, Florida

REQUEST FOR QUOTATIONS

TITLE:
ROADSIDE MOWING FOR DOT

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: EARL PFLAUMER, CPPB
PURCHASING AGENT
PHONE NO.: (941) 689-7394

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.

REVISED: 11/20/01

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM FOR:
ROADSIDE MOWING FOR DOT

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: _____

- (1) **NORTH COUNTY - \$ _____/ACRE per cutting**
 - a. Roadway lengths equals 26.3 miles or 218.10 acres
 - b. Total cost for North County: \$ _____ per cutting
 - c. Optional Winter Cut: \$ _____ per cut

- (2) **CENTRAL COUNTY - \$ _____/ACRE per cutting**
 - a. Roadway lengths equals 13.9 miles or 122.60 acres
 - b. Total cost for Central County: \$ _____ per cutting
 - c. Optional Winter Cut: \$ _____ per cut

- (3) **SOUTH COUNTY - \$ _____/ACRE per cutting**
 - a. Roadway lengths equals 27.2 miles or 193.70 acres
 - b. Total cost for South County: \$ _____ per cutting
 - c. Optional Winter Cut: \$ _____ per cut

- (4) **LEHIGH ACRES - \$ _____/ACRE per cutting**
 - a. Roadway lengths equals 64.7 miles or 451.83 acres
 - b. Total cost for Lehigh Acres: \$ _____ per cutting
 - c. Optional Winter Cut: \$ _____ per cut

- (5) **NORTH EAST COUNTY - \$ _____/ACRE per cutting**
 - a. Roadway lengths equals 9.1 miles or 87.10 acres
 - b. Total cost for North East County: \$ _____ per cutting
 - c. Optional Winter Cut: \$ _____ per cut

FIVE LOCATIONS - AREA TOTALS: 1,073.33 ACRES/PER CUTTING

TOTAL COST FOR ALL FIVE LOCATIONS (IF APPLICABLE): \$ _____ PER CUTTING

NOTE: PER THE SPECIFICATIONS, ALL LOCATIONS WILL BE MOWED SEVEN (7) TIMES PER YEAR. SUBMITTALS ARE REQUIRED, SEE PAGE 12

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.: _____

CELLULAR PHONE/PAGER NO.: _____

FAX NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

REVISED: 7/28/00

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS FOR:
ROADSIDE MOWING FOR DOT**

SCOPE

The intent of this specification is to obtain a quote for a countywide contract for roadside mowing for the Lee County Department of Transportation (DOT).

This quote shall consist of mowing approximately 1073.33 acres of roadside mowing. There may be some vegetation along the right-of-way and differing widths due to widths of asphalt pavement. The right-of-ways shall be mowed 7 times per year, once per each month, for the months of May through November, with an optional winter cut to be done at the discretion of Lee County. A month shall consist of a 30-calendar cycle.

TERM OF QUOTE

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

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.

BASIS OF AWARD

This quote shall be awarded in whole or in part to the lowest responsive, responsible bidder(s) as best serves the needs of Lee County.

WORKMANSHIP AND INSPECTION

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

All mowing that does not meet the specification must be corrected before approval for payment will be given by Lee County DOT.

SUPERVISION AND SAFETY

The vendor shall be responsible for the supervision and direction of the work performed by his employees.

The vendor shall be responsible for instructing his employees in all safety measures. All equipment used by the awarded vendor shall be maintained in 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 on County property. All electrical equipment will be properly grounded. All employees will wear proper personal protective equipment while working on County premises.

EXAMINATION OF SITES

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

MATERIAL AND EQUIPMENT

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 furnishing all materials, tools, apparatus, and property of every description used in connection therewith. The vendor must own or have the ability to rent or lease an adequate amount of equipment to ensure that requirements to mow the entire area within a 30 day cycle can be met.

The awarded vendor, as a minimum, must have the following equipment:
A tractor with a minimum of a five foot bush hog type mower. The equipment must have operating warning lights or a strobe.

ROADWAY CHANGES

Lee County, at their sole discretion, may add or delete roadway sections at no change in the unit price of the work as long as the new sections are of a similar nature and the total change per contract area (North County, Central County, South County, Lehigh Acres, Northeast County) does not increase or decrease the original contract area by more than 25%. Lee County, at their sole discretion, may add new roadway areas of dissimilar nature, based on a mutually agreed price, to be negotiated between the vendor and an authorized Lee County representative.

REQUIRED SUBMITTALS

The submittals requested should be returned with the quote response. This information may be accepted after opening, but no later than 5 working days after request. Quoters shall provide the following required submittals on their letterhead.

- (1) Quoters shall list all the equipment they presently own which will be utilized as part of this quote. Include quantities, make, model, and age of each item; as well as cutting width(s) of the mower(s).
- (2) 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.
- (3) Quoters shall submit a detailed mowing plan, delineating the days, weeks, etc. for completion of specific tasks, at specific locations.
- (4) Quoters shall provide a brief company history.
- (5) Contact your insurance agent and have them give you an insurance certificate with your current coverage, and include the certificate with your quote.

DETAILED SPECIFICATIONS FOR MOWING

- (1) A County Representative will be available to assist the awarded vendor in designating the mowing area boundaries, prior to work start-up.
- (2) The vendor shall mow to an average height of 5", plus/minus 1". The mower blades must be sharpened at a regular frequency. The leaf blades should not be ripped or torn.
- (3) The vendor shall be responsible for the immediate clean-up of debris thrown or dragged by his equipment onto adjacent property and roadways.
- (4) One week prior to the start of each cutting, the awarded vendor shall inspect the area to be mowed for large or unmowable debris or litter that will interfere with the mowing process, (for example, tires or fence posts). If any area has large debris, or is otherwise unmowable with the commercial equipment as listed herein, the vendor shall notify Lee County DOT at 694-3334. To aid Lee County in the pick-up of the debris, the vendor shall flag the debris location.

- (5) The awarded vendor shall mow within approximately 12" of any obstruction (trees, signs, etc.) in the right-of-way, unless specifically waived by Lee County DOT. Any damage to utilities, signs, etc., shall be reported by the vendor in writing, within 24 hours, to the County Representative. Some areas may contain vegetation, i.e., pepper bushes, etc. Lee County DOT does not expect the awarded vendor to mow or remove this type of vegetation.
- (6) Lee County DOT will not pay for mowing that is done at such a high speed as to cause the grass to be torn or laid over.
- (7) Lee County requires that in addition to operating warning lights or a strobe on the equipment, that the awarded vendor place "Mower Ahead" type signs, within a one mile proximity, in each direction, of the work zone.
- (8) The right-of-way shall be mowed once each month, starting on the first day of the month, during the following months:

May	September
June	October
July	November
August	

At the option of Lee County, an additional winter cut may be added to the overall requirements. The additional winter cut would be performed sometime during the mid-winter growing season.
- (9) Lee County DOT requires that all locations, per Attachment A, be cut completely, each time at a mowing cycle not to exceed 30 calendar days. No partial cuts or partial payments will be made, unless specifically agreed to by both parties prior to the partial mowing. If the contractor fails to meet the required 30 day cycle, he will be assessed a penalty equal to 5% of the total monthly mowing charge, for all locations awarded to that vendor, for each day that exceeds the 30 day cycle. The actual length of the cycle will be based on the contractors log, which is to be submitted weekly as required (Attachment B), and verified by an authorized Lee County representative.
- (10) The contractor will be required to submit a weekly breakdown of the work completed, along with a projection of what should be completed the following week. The submittal shall be in the form as shown in Attachment B.
- (11) The vendor shall make every reasonable effort to not damage mulch rings around trees or planting beds.

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.

METHOD OF COMPUTATION

In order to compute the acreage to be mowed, Lee County DOT took measurements or scaled the area from recorded/unrecorded plats, determined the center line of platted roadways and arrived at the acreage based on the following:

Acres = Length in feet x width to be mowed in feet divided by 43,560 S.F. per acre.

MOWING LOCATIONS AND ACREAGE

- (1) **NORTH COUNTY**
Area equals 26.3 miles or 218.10 acres
- (2) **CENTRAL COUNTY**
Area equals 13.9 miles or 122.60 acres
- (3) **SOUTH COUNTY**
Area equals 27.2 miles or 193.70 acres
- (4) **LEHIGH ACRES**
Area equals 64.7 miles or 451.83 acres
- (5) **NORTH EAST COUNTY**
Area equals 9.1 miles or 87.10 acres

SERVICE RATE CHANGES

The quoted rates shall be firm and will not vary during the first year of the agreement. However, if the awarded vendor requests a price increase during the remaining years of the contract, it will be reviewed by both the Department of Transportation and the Purchasing Division. If accepted by Lee County, the increase will only take effect after the awarded vendor receives the approval in writing from the Purchasing Division.

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

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

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

QUALIFICATIONS OF SURETY COMPANIES

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

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

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

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

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

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

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

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

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

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

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

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

GUIDE "E"

INSURANCE REQUIREMENTS FOR SERVICE

I. 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

Attachment "A"

	Name	From	To	Centerline Miles	Centerline Feet	Curb Miles	BP-SW Miles	Shoulder (Acres)	Median (Acres)	15' & Up (Acres)	6' to 14' (Acres)	Under 6' (Acres)
Location # 1 North County	Pine Island Rd	Stringfellow	Mallacha	2.8	14,784.00			5.90			4.20	1.70
	Burnt Store Rd	Pine Island	Charlotte Cnty Line	9.2	48,397.00			143.70		143.70		
	Stringfellow	Bokeelia (Jug Creek)	St James (York)	14.3	75,504.00		0.5	68.50		53.80	14.50	0.20
	North County		Subtotals	26.3	138,685.00		0.5	218.10		197.50	18.70	1.90
Location # 2 Central County	Ortiz	SR - 80	Colonial Blvd	4.2	22,176.00		1.5	21.40	4.70	25.30	0.40	0.40
	Six-Mile Pkwy	Colonial Blvd	Metro Pkwy	6.9	36,432.00	3.4	4.7	64.40	12.00	76.40		
	Winkler Rd	Gladiolus	Cul-de-Sac	2.8	14,784.00	0.8	2.8	19.70	0.40	20.10		
	Central County		Subtotal	13.9	73,392.00	4.2	9.0	105.50	17.10	121.80	0.40	0.40
Location # 3 South County	Alico Rd	I - 75	Harper Pit Road	4.2	22,176.00	0.4		21.30	0.40	21.70		
	Bonita Cswy	Big Carlos Pass	Big Hickory Pass	3.1	16,368.00			33.30		33.30		
	Corkscrew Rd	I - 75	Hendry Cnty Line	12.5	66,000.00			82.00		78.50	3.50	
	Koreshan Blvd	US 41	Three Oaks Pkwy	1.7	8,976.00	3.4		11.10	3.70	14.80		
	Three Oaks Pkwy	Corkscrew Rd	Alico Rd	4.6	24,288.00	5.4	5.4	33.20		33.20		
	Williams Rd	US 41	River Ranch Rd	1.1	5808.00			8.70		8.70		
	South County		Subtotal	27.2	143,616.00	9.2	5.4	189.60	4.10	190.20	3.50	
Location # 4 Lehigh Acres	Colonial Blvd	End of FDOT Maint	SR - 82	1.5	7,920.00			13.09	6.55	19.64		
	Bell Blvd	SR - 82	Scenic St	5	26,136.00			33.60		33.60		
	MacArthur Blvd	Asther St	Milwaukee Blvd	2.7	13,992.00			17.99		17.99		
	Grant Blvd	Sentinela Blvd	Labree Ave	5	26,136.00			33.60		33.60		
	Columbus Blvd	Sentinela Blvd	SR - 82	3	15,840.00			20.36		20.36		
	Eisenhower Blvd	McArthur Blvd	SR - 82	4	21,120.00			27.15		27.15		
	Sentinela Blvd	Bell Blvd	Naples Ave	2.6	13,464.00			17.31		17.31		
	Sunrise Blvd	Bell Blvd	Columbus Blvd	2	10,560.00			13.58		13.58		
	Milwaukee Blvd	Bell Blvd	Columbus Blvd	2.1	11,088.00			14.25		14.25		
	Homestead Rd	Theodore Vail Ave	SR - 82	2.6	13,728.00			17.65		17.65		
	Parkdale Blvd	Homestead Rd	SR - 82	1.6	8,448.00			10.86		10.86		
	Jaguar Blvd	Columbus Blvd	SR - 82	4.1	21,648.00			27.83		27.83		
	Nimitz Blvd	Columbus Blvd	Bell Blvd	2	10,560.00			13.58		13.58		
	Alabama Blvd	SR - 82	Gilford	2.3	12,144.00			15.61		15.61		
	Gunnery Rd	SR - 82	Lee Blvd	2.4	12,673.00			16.29		16.29		
	Gunnery Rd	Lee Blvd	Buckingham Road	1.7	8,976.00			11.54		11.54		
	Leonard Blvd	Lee Blvd	Gunnery Rd	3.6	19,008.00			17.45		17.45		
	Joel Blvd	Tuckahoe Rd	Jetridge	1.3	6,864.00			8.82		8.82		
	Joel Blvd	Jetridge	East 18th St	1	5,280.00			6.79		6.79		
	Joel Blvd	East 18th St	East 12th St	1.5	7,920.00			10.91		10.91		
Sunshine Blvd	SR - 82	East 4th St	3.5	18,480.00			23.76		23.76			
Sunshine Blvd	Lee Blvd	59th St	4.9	25,872.00			33.26		33.26			
Buckingham Rd	SR - 82	Gunnery Rd	4.3	22,704.00			40.00		40.00			
Lehigh Acres		Subtotal	64.7	340,561.00			445.28	6.55	451.83			
Location # 5 North East County	Prichette Pkwy	Bayshore	Rich Rd	2.6	13,728.00			25.70		25.70		
	Rich Rd	Slater Rd	Prichette Pkwy	2.3	11,774.00			14.70		13.30	1.40	
	Leetanna Rd	Colonial Pines	Prichette Pkwy	0.6	2,904.00			1.70			1.70	
	North River Rd	SR - 31	North Olgo Rd	3.6	19,008.00			45.00		45.00		
North East County		Subtotal	9.1	47,414.00			87.10		84.00	3.10		
All Locations		Total	141.2	743,668.00	13.4	14.9	1045.58	27.75	1045.33	25.70	2.30	

Attachment "B"

Fax To: 694-3332

Contractor: _____

Today's Date: _____

	Name	From	To	Planned Mowing This Week	Completed Mowing Last Week	Date Mowing Complete This Cycle
Location # 1 North County	Pine Island Rd	Stringfellow	Matlacha			
	Burnt Store Rd	Pine Island	Charlotte Cnty Line			
	Stringfellow	Bokeelia (Jug Creek)	St James (York)			
Location # 2 Central County	Ortiz	SR - 80	Colonial Blvd			
	Six-Mile Pkwy	Colonial Blvd	Metro Pkwy			
	Winkler Rd	Gladiolus	Cul-de-Sac			
Location # 3 South County	Alico Rd	I - 75	Harper Pit Road			
	Bonita Cswy	Big Carlos Pass	Big Hickory Pass			
	Corkscrew Rd	I - 75	Hendry Cnty Line			
	Koreshan Blvd	US 41	Three Oaks Pkwy			
	Three Oaks Pkwy	Corkscrew Rd	Alico Rd			
	Williams Rd	US 41	River Ranch Rd			
Location # 4 Lehigh Acres	Colonial Blvd	End of FDOT Maint	SR - 82			
	Bell Blvd	SR - 82	Scenic St			
	MacArthur Blvd	Asther St	Milwaukee Blvd			
	Grant Blvd	Sentinela Blvd	Labree Ave			
	Columbus Blvd	Sentinela Blvd	SR - 82			
	Eisenhower Blvd	McArthur Blvd	SR - 82			
	Sentinela Blvd	Bell Blvd	Naples Ave			
	Sunrise Blvd	Bell Blvd	Columbus Blvd			
	Milwaukee Blvd	Bell Blvd	Columbus Blvd			
	Homestead Rd	Theodore Vail Ave	SR - 82			
	Parkdale Blvd	Homestead Rd	SR - 82			
	Jaguar Blvd	Columbus Blvd	SR - 82			
	Nimitz Blvd	Columbus Blvd	Bell Blvd			
	Alabama Blvd	SR - 82	Gilford			
	Gunnery Rd	SR - 82	Lee Blvd			
	Gunnery Rd	Lee Blvd	Buckingham Road			
	Leonard Blvd	Lee Blvd	Gunnery Rd			
	Joel Blvd	Tuckahoe Rd	Jetridge			
	Joel Blvd	Jetridge	East 18th St			
Joel Blvd	East 18th St	East 12th St				
Sunshine Blvd	SR - 82	East 4th St				
Sunshine Blvd	Lee Blvd	59th St				
Buckingham Rd	SR - 82	Gunnery Rd				
Location # 5 North East County	Prichette Pkwy	Bayshore	Rich Rd			
	Rich Rd	Slater Rd	Prichette Pkwy			
	Leetanna Rd	Colonial Pines	Prichette Pkwy			
	North River Rd	SR - 31	North Olgo Rd			

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 Obligee 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 Obligee 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 Obligee any and all losses, damages, costs and attorney's fees that Obligee sustains because of any default by Principal under the contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; 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

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 addendum's 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	or	Lee County Purchasing Services
P.O. Box 398		3434 Hancock Bridge Parkway, 3rd Floor
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 requirements
 Other: _____

Company Name and Address:

ATTACHMENT # 3



BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number 239-694-3334

Bob Janes
District One

Douglas R. St. Cemy
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stihwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

September 26, 2002
OL-168-02

Purchasing Division

RE: Formal Quote No.: Q-020235
Roadside Mowing for DOT

Earl:

Please reject all quotations received for the above named project so that new solicitations can be procured, and the performance bond can be removed from the requirements in the specifications.

It has been very difficult for the mowing companies to secure performance bonds, and re quoting the project would allow the bond to be removed from the new specifications.

Sincerely,

TRANSPORTATION DEPARTMENT
OPERATIONS DIVISION

Donald V. Chamblee, PE
Operations Manager

DVC/jlc