

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

Blue Sheet No. 20030607

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve award of Quote # Q-030126, Roadside Mowing, for the Department of Transportation-Operations to the low quoter Florida Mowing & Landscape Services, Inc., for the amounts as listed on the Lee County Tabulation Sheet, for a period of one year. Also request authority to renew this quote for four additional one-year periods, upon mutual agreement of both parties.

**WHY ACTION IS NECESSARY:** Formal quote projects that exceed \$50,000.00 require Board approval.

**WHAT ACTION ACCOMPLISHES:** Provides a competitive, fair market price for Roadside Mowing for DOT.

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

*C9A*

**3. MEETING DATE:**

*07-01-2003*

**4. AGENDA:**

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

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

- STATUTE
- ORDINANCE
- ADMIN. AC-4-1
- CODE
- OTHER

**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 April 22, 2003. On that date nine responses were received, of which two were "No Bids".

Also request authority to act on behalf of the Board in the event of vendor non-compliance, so that the Purchasing Division can proceed to the next low quoter if Florida Mowing & Landscape Services, Inc. cannot comply with our specification and insurance requirements. Additionally request authority to utilize the optional winter cuts. For general information, it is estimated that approximately \$52,000.00 will be spent for roadside mowing per year. Funding will come from the individual department's budget and they will be responsible for monitoring their own expenditures

**(BACKGROUND CONTINUED ON PAGE TWO)**

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

| A<br>Department<br>Director | B<br>Purchasing<br>or<br>Contracts           | C<br>Human<br>Resources | D<br>Other | E<br>County<br>Attorney  | F<br>Budget Services  |                       |                         |                       | G<br>County Manager        |
|-----------------------------|--|-------------------------|------------|--------------------------|-----------------------|-----------------------|-------------------------|-----------------------|----------------------------|
| <i>6/17/03</i>              | <i>Janet Sheehan<br/>6-11-03<br/>6-11-03</i> |                         |            | <i>Andrea<br/>Graser</i> | <i>OA<br/>BK 6/14</i> | <i>OM<br/>6/19/03</i> | <i>Risk<br/>6/19/03</i> | <i>GC<br/>6-19-03</i> | <i>Stamler<br/>6-17-03</i> |

**10. COMMISSION ACTION:**

- \_\_\_\_\_ APPROVED
- \_\_\_\_\_ DENIED
- \_\_\_\_\_ DEFERRED
- \_\_\_\_\_ OTHER

|                      |
|----------------------|
| Rec. by CoAtty       |
| Date: <i>6/18/03</i> |
| Time: <i>1:00 PM</i> |
| Forwarded To:        |

|   |
|---|
| <i>6-19-03<br/>11:30<br/>6-19-03<br/>4:30</i> |
|---|

**(BACKGROUND CONTINUED FROM PAGE ONE)**

The quotations have been thoroughly reviewed and a recommendation is being made to award the quote to the low quoter Florida Mowing & Landscape Services, Inc. for the amounts as listed on the Lee County Tabulation Sheet.

Account String # PC5410117500.503490

ATTACHMENTS: (1) Tabulation Sheet  
(2) Specifications  
(3) Awarded Vendor's Quotation  
(4) Department Recommendation

ATTACHMENT 1

| FORMAL QUOTATION #Q-030126                      |             | LEE COUNTY, FLORIDA TABULATION SHEET |             |            |            |            |             |
|---|-------------|--------------------------------------|-------------|------------|------------|------------|-------------|
| OPENING DATE: APRIL 22, 2003                    |             | FOR                                  |             |            |            |            |             |
| BUYER: CHRIS JEFFCOAT                           |             | ROADSIDE MOWING FOR DOT              |             |            |            |            |             |
| VENDORS   | ONE SOURCE  | ABRAMS                               | AMERICAN    | JS LAWN    | MACSON     | FLORIDA    | CHARLIE'S   |
|   | LANDSCAPE   | LAWN                                 | TRACTOR     | CARE INC.  | MOWING     | MOWING &   | LAWN MAINT. |
|   | & GOLF SER  | CARE                                 | SERVICE     |            |            | LAND. SER. | INC.        |
| <b>NORTH COUNTY</b>                             |             | (SEE QUOTE)                          | (SEE QUOTE) |            |            |            |             |
| (1) NORTH CO. DOLLARS/ACRE/CUTTING              | \$36.87     | NO                                   | \$9.45      | \$11.95    | \$10.88    | \$8.62     | \$14.00     |
| DRY CONDITIONS COST/CUTTING (194.70 ACRES)      | \$7,177.00  | INDIVIDUAL                           | \$9.45      | \$2,326.66 | \$2,118.34 | \$1,678.31 | \$2,725.80  |
| WET CONDITIONS COST/CUTTING (65.7 ACRES)        | \$2,422.00  | BID                                  | \$28.00     | \$785.12   | \$714.82   | \$566.33   | \$919.80    |
| OPTIONAL WINTER CUT COST/CUTTING (194.70 ACRES) | \$7,177.00  |                                      | \$9.45      | \$2,326.66 | \$2,118.34 | \$1,678.31 | \$2,725.80  |
| <b>CENTRAL COUNTY</b>                           |             |                                      |             |            |            |            |             |
| (2) CENTRAL CO. DOLLARS /ACRE/CUTTING           | \$36.87     | NO                                   | \$10.50     | \$11.95    | \$10.43    | \$8.62     | \$14.00     |
| DRY CONDITIONS COST/CUTTING (147.10 ACRES)      | \$5,422.00  | INDIVIDUAL                           | \$10.50     | \$1,757.84 | \$1,534.25 | \$1,268.00 | \$2,059.40  |
| WET CONDITIONS COST/CUTTING (92.10 ACRES)       | \$3,395.00  | BID                                  | \$16.77     | \$1,100.60 | \$960.60   | \$793.90   | \$1,289.40  |
| OPTIONAL WINTER CUT COST/CUTTING (147.10 ACRES) | \$5,423.58  |                                      | \$10.50     | \$1,757.84 | \$1,534.25 | \$1,268.00 | \$2,059.40  |
| <b>SOUTH COUNTY</b>                             |             |                                      |             |            |            |            |             |
| (3) SOUTH CO. DOLLARS/ACRE/CUTTING              | \$36.87     | NO                                   | \$10.25     | \$11.95    | \$10.88    | \$8.62     | \$14.00     |
| DRY CONDITIONS COST/CUTTING (205.20 ACRES)      | \$7,564.00  | INDIVIDUAL                           | \$10.25     | \$2,452.14 | \$2,232.58 | \$1,768.82 | \$2,872.80  |
| WET CONDITIONS COST/CUTTING (82.50 ACRES)       | \$3,041.00  | BID                                  | \$19.40     | \$985.88   | \$987.60   | \$711.15   | \$1,155.00  |
| OPTIONAL WINTER CUT COST/CUTTING (205.20 ACRES) | \$7,564.00  |                                      | \$10.25     |            | \$2,232.58 | \$1,768.82 | \$2,872.80  |
| <b>LEHIGH ACRES</b>                             |             |                                      |             |            |            |            |             |
| (4) LEHIGH ACRES DOLLARS/ACRE/CUTTING           | \$36.87     | \$50.08                              | \$8.45      | \$8.00     | \$10.67    | \$8.62     | \$14.00     |
| DRY CONDITIONS COST/CUTTING (452.30 ACRES)      | \$16,672.00 | \$22,650.00                          | \$8.45      | \$3,618.40 | \$4,826.04 | \$3,898.63 | \$6,332.20  |
| WET CONDITIONS COST/CUTTING (452.30 ACRES)      | \$16,672.00 | \$22,650.00                          | \$8.45      | \$3,618.40 | \$4,826.04 | \$3,898.63 | \$6,332.20  |
| OPTIONAL WINTER CUT COST/CUTTING (452.30 ACRES) | \$16,672.00 | \$22,650.00                          | \$8.45      | \$3,618.40 | \$4,826.04 | \$3,898.63 | \$6,332.20  |
| <b>NORTHEAST COUNTY</b>                         |             |                                      |             |            |            |            |             |
| (5) NORTHEAST CO. DOLLARS/ACRE/CUTTING          | \$36.87     |                                      | \$9.00      | \$11.95    | \$10.43    | \$8.62     | \$14.00     |
| DRY CONDITIONS COST/CUTTING (54.64 ACRES)       | \$2,014.00  | NO                                   | \$9.00      | \$652.94   | \$569.90   | \$471.00   | \$764.96    |
| WET CONDITIONS COST/CUTTING (20.87 ACRES)       | \$769.00    | INDIVIDUAL                           | \$19.17     | \$249.40   | \$217.67   | \$179.90   | \$292.18    |
| OPTIONAL WINTER CUT COST/CUTTING (54.64 ACRES)  | \$2,014.00  | BID                                  | \$9.00      | \$652.94   | \$569.90   | \$471.00   | \$764.96    |

ATTACHMENT

|  |   |
|--|---|
| <b>FORMAL QUOTATION #Q-030126</b><br><b>OPENING DATE: APRIL 22, 2003</b><br><b>BUYER: CHRIS JEFFCOAT</b> | <b>LEE COUNTY, FLORIDA TABULATION SHEET</b><br><br><b>FOR</b><br><b>ROADSIDE MOWING FOR DOT</b> |
|--|---|

|         | ONE SOURCE       | ABRAMS | AMERICAN | JS LAWN   | MACSON | FLORIDA         | CHARLIE'S   |
|---------|------------------|--------|----------|-----------|--------|-----------------|-------------|
| VENDORS | LANDSCAPE        | LAWN   | TRACTOR  | CARE INC. | MOWING | MOWING &        | LAWN        |
|         | & GOLF SER. INC. | CARE   |          |           |        | LAND. SER. INC. | MAINT. INC. |

|                                    |             |             |                |             |             |            |             |
|------------------------------------|-------------|-------------|----------------|-------------|-------------|------------|-------------|
| COPIES PROVIDED                    | Y           | Y           | Y              | Y           | Y           | Y          | Y           |
| ADDENDUMS ACKNOWLEDGED             | Y           | N           | 1 (att. A & B) | Y           | 1           | Y          | Y           |
| TOTAL COST/CUTTING 5 LOCATIONS DRY | \$38,849.00 | \$55,500.00 | 9.30/ACRE      | \$10,807.98 | \$11,281.11 | \$9,084.96 | \$14,755.16 |
| TOTAL COST/CUTTING 5 LOCATIONS WET | \$26,299.00 | \$42,130.00 | 12.91/ACRE     | \$6,739.40  | \$7,616.73  | \$6,150.11 | \$9,988.58  |
| REQUIRED SUBMITTALS                | Y           | Y           | Y              | N           | Y           | Y          | N           |
| TO BE STARTED WITHIN               | TBD         | 15          | 10             | 14          | 10          | 15         | 30          |
| LOCAL VENDOR PREFERENCE            | N           | Y           | Y              | N           | Y           | N          | N           |
| MODIFICATIONS                      | N           | N           | N              | N           | N           | N          | N           |
| QUOTE SIGNED                       | Y           | Y           | Y              | Y           | Y           | Y          | Y           |

**NO BIDS**

COLONY SERVICES INC.  
 GREEN ACRES USA INC.

**POSTING TIME/DATE**

FROM: \_\_\_\_\_ / \_\_\_\_\_  
 UNTIL: \_\_\_\_\_ / \_\_\_\_\_  
 BY: \_\_\_\_\_

# ATTACHMENT 2



PROJECT NO.: Q-030126

OPEN DATE: April 22, 2003

AND TIME: 2:30 P.M.

PRE-BID DATE: April 3, 2003

AND TIME: 2:00 P.M.

LOCATION: DIVISION OF PURCHASING  
3434 HANCOCK BRIDGE PKWY  
3<sup>RD</sup> FLOOR  
N. FT. MYERS, FL 33903

# REQUEST FOR QUOTATIONS

**TITLE:**  
ROADSIDE MOWING FOR DOT

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PURCHASING

**MAILING ADDRESS**

P.O. BOX 398  
FORT MYERS, FL 33902-0398

**PHYSICAL ADDRESS**

3434 HANCOCK BRIDGE PKWY, #307  
NORTH FORT MYERS, FL 33903

BUYER: CHRIS JEFFCOAT  
PURCHASING AGENT  
PHONE NO.: (239) 689-7392

**GENERAL CONDITIONS**

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

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (239) 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 prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
  
- f. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.

- g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).
- h. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.
- i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. **ACCEPTANCE**

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

3. **SUBSTITUTIONS**

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

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

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

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

5. **RECYCLED PRODUCTS**

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

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

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

7. **PRE-BID CONFERENCE**

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

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

8. **BIDDERS LIST MAINTENANCE**

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

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

9. **LEE COUNTY PAYMENT PROCEDURES**

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

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

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

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

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



quote all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

10. **LEE COUNTY BID PROTEST PROCEDURE**

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

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

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

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

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

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

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

The Formal Written Protest shall contain the following:

- County bid/quote/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, statues, or constitutional provisions, which entitle the affected party to relief.

- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

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

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

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

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

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

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

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

11. **PUBLIC ENTITY CRIME**

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

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

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

13. **MATERIAL SAFETY DATA SHEETS**

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

14. **MISCELLANEOUS**

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

15. **WAIVER OF CLAIMS**

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

16. **AUTHORITY TO PIGGYBACK**

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

17. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

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

c) **Disadvantaged Business Enterprises**

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

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

d) **Anti-Discrimination**

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

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

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

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

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

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

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

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

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

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

18. **AUDITABLE RECORDS**

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

19. **DRUG FREE WORKPLACE**

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

20. **REQUIRED SUBMITTALS**

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

21. **TERMINATION**

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

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

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

22. **CONFIDENTIALITY**

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

23. **ANTI-LOBBYING CLAUSE**

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

24. **INSURANCE (AS APPLICABLE)**

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

**LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM FOR:  
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. Total roadway equals 194.70 acres
  - b. Dry conditions cost for North County (194.70 Acres): \$ \_\_\_\_\_ per cutting
  - c. Wet conditions cost for North County (65.7Acres): \$ \_\_\_\_\_ per cutting
  - d. Optional Winter Cut (194.70 Acres): \$ \_\_\_\_\_ per cut
  
- (2) **CENTRAL COUNTY - \$ \_\_\_\_\_ /ACRE per cutting**
  - a. Total roadway equals 147.10 acres
  - b. Dry conditions cost for North County (147.10 Acres): \$ \_\_\_\_\_ per cutting
  - c. Wet conditions cost for North County (92.10 Acres): \$ \_\_\_\_\_ per cutting
  - d. Optional Winter Cut (147.10 Acres): \$ \_\_\_\_\_ per cut
  
- (3) **SOUTH COUNTY - \$ \_\_\_\_\_ /ACRE per cutting**
  - a. Total roadway equals 205.20 acres
  - b. Dry conditions cost for North County (205.20 Acres): \$ \_\_\_\_\_ per cutting
  - c. Wet conditions cost for North County (82.50 Acres): \$ \_\_\_\_\_ per cutting
  - d. Optional Winter Cut (205.20 Acres): \$ \_\_\_\_\_ per cut
  
- (4) **LEHIGH ACRES - \$ \_\_\_\_\_ /ACRE per cutting**
  - a. Total roadway equals 452.30 acres
  - b. Dry conditions cost for North County (452.30 Acres): \$ \_\_\_\_\_ per cutting
  - c. Wet conditions cost for North County (452.30 Acres): \$ \_\_\_\_\_ per cutting
  - d. Optional Winter Cut (452.30 Acres): \$ \_\_\_\_\_ per cut
  
- (5) **NORTH EAST COUNTY - \$ \_\_\_\_\_ /ACRE per cutting**
  - a. Total roadway equals 54.64acres
  - b. Dry conditions cost for North County (54.64 Acres): \$ \_\_\_\_\_ per cutting
  - c. Wet conditions cost for North County (20.87 Acres): \$ \_\_\_\_\_ per cutting
  - d. Optional Winter Cut (54.64 Acres): \$ \_\_\_\_\_ per cut

**FIVE LOCATIONS – DRY CONDITIONS AREA TOTALS: 1,053.94 ACRES/PER CUTTING  
WET CONDITIONS AREA TOTALS: 713.47 ACRES/PER CUTTING**

**TOTAL COST FOR ALL FIVE LOCATIONS (IF APPLICABLE):**

**DRY CONDITIONS (1,053.94 ACRES) \$ \_\_\_\_\_ PER CUTTING  
WET CONDITIONS (713.47 ACRES) \$ \_\_\_\_\_ 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 1053.94 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 until December 31<sup>st</sup>, annually or until new quotes are taken and awarded. This quote or any portion thereof, has the option of being renewed for four (4) additional one (1) year periods, upon mutual agreement of both parties, under the same terms and conditions. Initial quantities may be adjusted to reflect award date.

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 included 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) Quoter shall review and visit the designated mowing area boundaries, prior to submitting the quote.
- (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.

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.

- (9) Lee County DOT Operations may, at their discretion and in consideration of current hydric conditions, pay based upon a wet conditions area quantity, or a dry conditions area quantity. Determination of a wet or dry cut shall be made monthly by DOT Operations prior to the beginning of each mowing cycle. This is done so the contractor will know what type of cut they are being paid for in advance of beginning each mowing cycle. The quantity breakdown for each Mowing Location may be found on the **PROPOSAL QUOTE FORM** section of this document and Attachment A.

- (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) A dry cut is herein defined as being the area from the edge of pavement to the back of the right-of-way. A wet cut shall be defined as the area between the edge of pavement and standing water which is at a depth that is too deep for effective mowing. Unless a wet cut condition exists, the contractor is expected to mow to the back of the right-of-way.
- (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 Operations took measurements or scaled the area from recorded/unrecorded plats, aerial photographs, and, in some cases, 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; AND/OR scaled aerial extents of wet and dry conditions to be mowed in feet divided by 43,560 S.F. per acre.**

**NOTE: These areas are estimated and will be used for payment purposes without adjustment or dispute.**

MOWING LOCATIONS AND ACREAGE

- (1) **NORTH COUNTY**  
Total Area equals 194.70 acres
- (2) **CENTRAL COUNTY**  
Total Area equals 147.10 acres
- (3) **SOUTH COUNTY**  
Total Area equals 205.20 acres
- (4) **LEHIGH ACRES**  
Total Area equals 452.30 acres
- (5) **NORTH EAST COUNTY**  
Total Area equals 54.64 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.

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

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

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

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

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

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

1. How many employees are available to service this contract? \_\_\_\_\_
2. Describe the types and amount of equipment you have available to service this contract.

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LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

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

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

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

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**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

| Dry Cut                  | Wet Cut                  | Name           | From                  | To                  | Planned Mowing This Week | Completed Mowing Last Week | Date Mowing Complete This Cycle |
|--------------------------|--------------------------|----------------|-----------------------|---------------------|--------------------------|----------------------------|---------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Pine Island Rd | Stringfellow          | Matlacha            |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Burnt Store Rd | Pine Island           | Charlotte Cnty Line |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Stringfellow   | Bokeellia (Jug Creek) | St James (York)     |                          |                            |                                 |

Location # 2  
Central County

| Dry Cut                  | Wet Cut                  | Name          | From          | To            | Planned Mowing This Week | Completed Mowing Last Week | Date Mowing Complete This Cycle |
|--------------------------|--------------------------|---------------|---------------|---------------|--------------------------|----------------------------|---------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Ortiz         | SR - 80       | Colonial Blvd |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Six-Mile Pkwy | Colonial Blvd | Metro Pkwy    |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Winkler Rd    | Gladiolus     | Cul-de-Sac    |                          |                            |                                 |

Location # 3  
South County

| Dry Cut                  | Wet Cut                  | Name            | From            | To               | Planned Mowing This Week | Completed Mowing Last Week | Date Mowing Complete This Cycle |
|--------------------------|--------------------------|-----------------|-----------------|------------------|--------------------------|----------------------------|---------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Alico Rd        | I - 75          | Harper Pit Road  |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Bonita Cswy     | Big Carlos Pass | Big Hickory Pass |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Corkscrew Rd    | I - 75          | Hendry Cnty Line |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Koreshan Blvd   | US 41           | Three Oaks Pkwy  |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Three Oaks Pkwy | Corkscrew Rd    | Alico Rd         |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Williams Rd     | US 41           | River Ranch Rd   |                          |                            |                                 |

Location # 4  
Lehigh Acres

| Dry Cut                  | Wet Cut                  | Name            | From              | To              | Planned Mowing This Week | Completed Mowing Last Week | Date Mowing Complete This Cycle |
|--------------------------|--------------------------|-----------------|-------------------|-----------------|--------------------------|----------------------------|---------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Colonial Blvd   | End of FDOT Maint | SR - 82         |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Bell Blvd       | SR - 82           | Scenic St       |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | MacArthur Blvd  | Asther St         | Milwaukee Blvd  |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Blvd      | Sentinela Blvd    | Labree Ave      |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Columbus Blvd   | Sentinela Blvd    | SR - 82         |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Eisenhower Blvd | McArthur Blvd     | SR - 82         |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Sentinela Blvd  | Bell Blvd         | Naples Ave      |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Sunrise Blvd    | Bell Blvd         | Columbus Blvd   |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Milwaukee Blvd  | Bell Blvd         | Columbus Blvd   |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Homestead Rd    | Theodore Vail Ave | SR - 82         |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Parkdale Blvd   | Homestead Rd      | SR - 82         |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Jaguar Blvd     | Columbus Blvd     | SR - 82         |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Nimitz Blvd     | Columbus Blvd     | Bell Blvd       |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Alabama Blvd    | SR - 82           | Gilford         |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Gunnery Rd      | SR - 82           | Lee Blvd        |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Gunnery Rd      | Lee Blvd          | Buckingham Road |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Leonard Blvd    | Lee Blvd          | Gunnery Rd      |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Joel Blvd       | Tuckahoe Rd       | Jetridge        |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Joel Blvd       | Jetridge          | East 18th St    |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Joel Blvd       | East 18th St      | East 12th St    |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Sunshine Blvd   | SR - 82           | East 4th St     |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Sunshine Blvd   | Lee Blvd          | 59th St         |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Buckingham Rd   | SR - 82           | Gunnery Rd      |                          |                            |                                 |

Location # 5  
North East County

| Dry Cut                  | Wet Cut                  | Name           | From           | To             | Planned Mowing This Week | Completed Mowing Last Week | Date Mowing Complete This Cycle |
|--------------------------|--------------------------|----------------|----------------|----------------|--------------------------|----------------------------|---------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Prichette Pkwy | Bayshore       | Rich Rd        |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Rich Rd        | Slater Rd      | Prichette Pkwy |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Leetanna Rd    | Colonial Pines | Prichette Pkwy |                          |                            |                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | North River Rd | SR - 31        | North Olgo Rd  |                          |                            |                                 |

# ATTACHMENT 3

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

DATE SUBMITTED: April 22, 2003

VENDOR NAME: FLORIDA MOWING + LANDSCAPE INC. INC.

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, #2

- (1) **NORTH COUNTY - \$8,162 / ACRE per cutting**
  - a. Total roadway equals 194.70 acres
  - b. Dry conditions cost for North County (194.70 Acres): \$ 1678.31 per cutting
  - c. Wet conditions cost for North County (68.7 Acres): \$ \_\_\_\_\_ per cutting 566.33
  - d. Optional Winter Cut (194.70 Acres): \$ 1678.31 per cut
  
- (2) **CENTRAL COUNTY - \$8,162 / ACRE per cutting**
  - a. Total roadway equals 147.10 acres
  - b. Dry conditions cost for North County (147.10 Acres): \$ 1268.00 per cutting
  - c. Wet conditions cost for North County (92.10 Acres): \$ \_\_\_\_\_ per cutting 743.90
  - d. Optional Winter Cut (147.10 Acres): \$ 1268.00 per cut
  
- (3) **SOUTH COUNTY - \$8,162 / ACRE per cutting**
  - a. Total roadway equals 205.20 acres
  - b. Dry conditions cost for North County (205.20 Acres): \$ 1768.82 per cutting
  - c. Wet conditions cost for North County (82.50 Acres): \$ 211.15 per cutting
  - d. Optional Winter Cut (205.20 Acres): \$ 1768.82 per cut
  
- (4) **LEHIGH ACRES - \$8,162 / ACRE per cutting**
  - a. Total roadway equals 452.30 acres
  - b. Dry conditions cost for North County (452.30 Acres): \$ 3848.63 per cutting
  - c. Wet conditions cost for North County (452.30 Acres): \$ \_\_\_\_\_ per cutting 3848.63
  - d. Optional Winter Cut (452.30 Acres): \$ 3848.63 per cut
  
- (5) **NORTH EAST COUNTY - \$8,162 / ACRE per cutting**
  - a. Total roadway equals 54.64 acres
  - b. Dry conditions cost for North County (54.64 Acres): \$ 471.00 per cutting
  - c. Wet conditions cost for North County (20.87 Acres): \$ 179.90 per cutting
  - d. Optional Winter Cut (54.64 Acres): \$ 471.00 per cut

FIVE LOCATIONS – DRY CONDITIONS AREA TOTALS: 1,053.94 ACRES/PER CUTTING  
WET CONDITIONS AREA TOTALS: 713.47 ACRES/PER CUTTING

TOTAL COST FOR ALL FIVE LOCATIONS (IF APPLICABLE):

DRY CONDITIONS (1,053.94 ACRES) \$ 9,084.96 PER CUTTING  
WET CONDITIONS (713.47 ACRES) \$ 6,150.11 PER CUTTING

49,084.96  
16,149.11

NOTE: PER THE SPECIFICATIONS, ALL LOCATIONS WILL BE MOWED SEVEN (7) TIMES PER YEAR.

SUBMITTALS ARE REQUIRED, SEE PAGE 12

TO BE STARTED WITHIN 15 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 FLORIDA MOWING & LANDSCAPE SVC, INC.

BY (Printed): JULIAN W. WRIGHT

BY (Signature): [Signature]

TITLE: Project Coordinator

FEDERAL ID# or S.S.#: 65-0541184

ADDRESS: 4410 St - Rd 31

Punta Gorda, FL, 33982

PHONE NO.: 941-639-3926

CELLULAR PHONE/PAGER NO.: 941-628-9167

FAX NO.: 941-637-0749

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: \_\_\_\_\_

REVISED: 7/28/00

Charlotte County Coh # 95293

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 to 5

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

(3) New Holland - 110 Tractor (3) Bushog 3715 - 15' Batching  
(1) New Holland - 1925 Tractor (1) 5' Bushog  
Much more Equipment - too much to list.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

WE HAVE ALL NECESSARY VEHICLES, TRAILERS FOR TRANSPORT, MOBILE FUEL TANKS, AND ~~IT~~ NECESSARY TO SERVICE THIS JOB, ALONG WITH ALL TOOLS + EQUIPMENT NECESSARY TO REPAIR SAME.

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

Yes \_\_\_\_\_

No

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

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**From:** William Simmons  
**To:** Jeffcoat, Christopher  
**Date:** 4/28/03 10:42AM  
**Subject:** Roadside Mowing Quote

**ATTACHMENT**

4

Chris,

We have reviewed the bid tab and submittals for the road side mowing contract and recommend selection of Florida Mowing & Land Services for the North, Central, South, Northeast County and Lehigh Acres Segments as defined in the solicitation for bids.

Based upon an estimated seven cuts (4 wet conditions and 3 dry conditions), please prepare a Blue Sheet.

As we are wishing to begin the use of the contract ASAP, would you also prepare an interim purchase order to cover the mowing until the Blue Sheet can be prepared and approved by the Board? Thanks for your assistance.

William "Clay" Simmons, P.E.  
Staff Engineer  
Lee County DOT/Operations Division  
wsimmons@leegov.com  
Phone: (239) 694-3334  
FAX: (239) 694-3332

**CC:** Chamblee, Donald; Cline, Jerry; Faust, Bobby