

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

**Blue Sheet No. 20040957**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve award of formal quotation # Q-040507, Mowing-Parks, for the Department of Public Works (Parks and Recreation Division) to the low quoters per zones meeting all specification requirements as follows; Zone A's to J.S. Lawn Care Inc. and Zone B's & Zone C to American Tractor Service, LLC. Annual expenditures based on current costs will be approximately \$135,000 for the mowing of all areas. The term of the quotation is for one year. Also request permission to renew for four additional one-year periods if mutually agreeable to all parties and in the best interest of Lee County. Funding will come from the individual departments budget and they will be responsible for monitoring their own expenditures.

**WHY ACTION IS NECESSARY:** All purchases that exceed \$50,000 must be board approved.

**WHAT ACTION ACCOMPLISHES:** Allows Parks & Recreation to obtain necessary mowing services.

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

*C11A*

**3. MEETING DATE:**

*08-17-2004*

**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 Public Works
- C. DIVISION Parks & Recreation

BY: John Yarbrough

*John Yarbrough*

**BACKGROUND:** On July 13, 2004 Purchasing requested and received ten quotations for Quotation # Q-040507, Mowing-Parks for the Division of Parks & Recreation. After review of the quotation by Parks & Recreation a recommendation was made to award per zones as follows: Zone A's to J.S. Lawn Care Inc. and Zone B's and Zone C to American Tractor Service LLC.

**Please see attachments:**

- (1) Tabsheet
- (2) Awarded Vendors Quotations
- (3) Specification
- (4) Departments Recommendation

**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>[Signature]</i> 7-28-04	<i>Paul Sheehan</i> 7-27-04 <i>[Signature]</i> 7-27-04	N/A		<i>[Signature]</i> 7/30/04	OA CA 7/30/04	OM 7/30/04	Risk 7/30/04	GC 7/30/04	<i>HS</i> 8/3/04

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: *7/30/04*  
Time: *1:58 PM*  
Forwarded To:  
*D. Adams*  
*7/30/04*

RECEIVED BY  
COUNTY ADMIN *PL*  
*7/30/04*  
*2:35pm SLT*  
COUNTY ADMIN  
FORWARDED TO: *PL*  
*8/3/04*  
*11:45 AM*

*HS*

FORMAL QUOTATION #Q-040507  
 OPENING DATE: July 13, 2004  
 BUYER: Chris Jeffcoat

LEE COUNTY, FLORIDA TABULATION SHEET  
 FOR  
 MOWING-PARKS

VENDORS	JS LAWN CARE INC.	GREEN EXPRESS LAWN CARE	GREEN HERON LANDSCAPES	GP CARE SERVICES, INC.	GREENWERX GOUNDS KEEPING, INC	GREENER GOUNDS LAND. & LAWN	AMERICAN TRACTOR SERVICE
COPIES PROVIDED	YES	YES	YES	YES	YES	YES	YES
ACKNOWLEDGED ANY ADDENDUMS	NONE	NONE	NONE	NONE	NONE	NONE	NONE
TOTAL AREA ONE-ZONE A	\$2,640.00	N.B.	N.B.	\$6,750.00	\$4,392.50	N.B.	N.B.
TOTAL AREA TWO-ZONE A	\$250.00	\$307.00	\$649.00	\$700.00	\$347.50	N.B.	\$265.00
TOTAL AREA TWO-ZONE B	\$530.00	\$491.00	N.B.	\$980.00	\$742.50	\$2,040.00	\$465.00
TOTAL AREA THREE-ZONE A	\$30.00	\$66.30	N.B.	\$195.00	\$147.50	N.B.	\$55.00
TOTAL AREA THREE-ZONE B	\$391.00	\$427.00	N.B.	\$960.00	\$695.00	N.B.	\$363.00
TOTAL AREA THREE-ZONE C	\$614.00	\$524.00	N.B.	\$1,510.00	\$877.50	N.B.	\$475.00
TOTAL AREA FOUR-ZONE A	\$313.00	N.B.	N.B.	\$1,175.00	\$655.00	N.B.	\$360.00
TOTAL AREA FOUR-ZONE B	N.B.	N.B.	N.B.	\$100.00	\$147.50	N.B.	\$25.00
OPTION A:							
PER ACRE COST TO MOW ADD'TL SITES	\$25.00	\$20.00	\$60.00	N.B.	\$40.00	N.B.	\$20.00
SUBMITTALS PROVIDED	YES	YES	YES	YES	YES	YES	YES
SERVICE TO START WITHIN	15	21	15	AS REQUESTED	1		7
LOCAL VENDOR PREFERENCE	NO	YES	YES	NO	YES	YES	YES
MODIFICATIONS	NO	NO	NO	NO	NO	NO	NO
QUOTE SIGNED	YES	YES	YES	YES	YES	YES	YES
<b>NO BIDS</b>							
STILES LANDSCAPE							
THUMBS UP LAWN & LANDSCAPE							
GREEN CARE-LATE							
P & T LAWN AND TRACTOR-LATE							
POSTING TIME/DATE							
FROM: _____ / _____							
UNTIL: _____ / _____							
BY:							

FORMAL QUOTATION #Q-040507

OPENING DATE: July 13, 2004

BUYER: Chris Jeffcoat

LEE COUNTY, FLORIDA TABULATION SHEET

FOR  
MOWING-PARKS

**VENDORS**

GRASS ROOT LAWN & TREE SERVICE	AMER-TECH	FLORIDA VEGETATION MAN. INC.
--------------------------------------	-----------	------------------------------------

COPIES PROVIDED	YES	YES	YES
ACKNOWLEDGED ANY ADDENDUMS	NONE	NONE	NONE
TOTAL AREA ONE-ZONE A	\$2,665.10	\$4,115.00	\$2,377.00
TOTAL AREA TWO-ZONE A	\$289.00	\$450.00	\$261.00
TOTAL AREA TWO-ZONE B	\$423.00	\$725.00	\$540.50
TOTAL AREA THREE-ZONE A	\$48.00	\$110.00	\$75.00
TOTAL AREA THREE-ZONE B	\$393.96	\$680.00	\$576.25
TOTAL AREA THREE-ZONE C	\$511.23	\$795.00	\$750.00
TOTAL AREA FOUR-ZONE A	\$441.00	\$625.00	\$590.00
TOTAL AREA FOUR-ZONE B	\$40.00	\$40.00	\$25.00

OPTION A:

PER ACRE COST TO MOW ADD'TL SITES	\$25.00	\$25.00	\$22.50
SUBMITTALS PROVIDED	YES	YES	YES
SERVICE TO START WITHIN	14	10	5
LOCAL VENDOR PREFERENCE	YES	YES	NO
MODIFICATIONS	NO	NO	NO
QUOTE SIGNED	YES	YES	YES

**NO BIDS**

POSTING TIME/DATE

FROM: \_\_\_\_\_ / \_\_\_\_\_

UNTIL: \_\_\_\_\_ / \_\_\_\_\_

BY: \_\_\_\_\_

J.S. Lawn Care Inc.

ATTACHED 2

FORMAL QUOTATION NO.: Q-040507

The undersigned acknowledges receipt of Addenda numbers: \_\_\_\_\_

LEE COUNTY COMMODITY CODE: 98842

<u>SITE</u>	<u>COST PER MOW</u>	<u>ACREAGE (EST.)</u>
<u>AREA ONE - ZONE A</u>		
ALVA BOAT RAMP 21580 Pearl St, 33920	\$ <u>24</u>	1
BAYSHORE SOCCER FIELDS 17050 Williams Rd, 33917 (Includes common areas around new soccer fields, parking lot, & picnic area)	\$ <u>65</u>	4
BUCKINGHAM COMMUNITY CENTER 4940 Buckingham Rd, 33905	\$ <u>24</u>	1
BUCKINGHAM COMMUNITY PARK 9800 Buckingham Rd, Ft Myers	\$ <u>40</u>	10
CALOOSAHATCHEE REGIONAL PARK 1850 N. River Rd, Alva 33920	\$ <u>130</u>	8
CHARLESTON PARK 2541 Charleston Pk Dr, 33920	\$ <u>40</u>	2
DAVIS BOAT RAMP 2227 Davis Blvd, 33905	\$ <u>24</u>	1
HIGHLAND EAST PARK (Includes Ballfield where Bahia) 3925 Canal St, 33916	\$ <u>240</u>	16
LEHIGH COMMUNITY PARK 1400 W. 5 <sup>th</sup> St, 33936	\$ <u>150</u>	10
<u>SITE</u>	<u>COST PER MOW</u>	<u>ACREAGE (EST.)</u>
*LEHIGH VETERANS PARK 55 Homestead Rd, 33936	\$ <u>400</u>	28
LEHIGH COMMUNITY CENTER 1299 Homestead Rd, 33936	\$ <u>24</u>	.5
MIRAMAR PARK 200 Avocado Ct., 33905	\$ <u>40</u>	2
OLGA COMMUNITY PARK 2325 S. Olga Dr, 33905	\$ <u>24</u>	1

ORANGE RIVER CANOE 13800 Cemetary Rd, 33905	\$ <u>30</u>	2.5
RIVERDALE HIGH SCHOOL 2815 Buckingham Rd, 33905	\$ <u>24</u>	1
ROYAL PALM PARK 299 Royal Palm Park Rd, 33905	\$ <u>29</u>	2
SCHANDLER HALL 419 Florence Ave, 33905	\$ <u>30</u>	3
FORT MYERS SHORES NATURE TRAIL 13114 Fifth St, 33905	\$ <u>29</u>	2
S.R. 80 WAYSIDE PARK 21250 Palm Bch Blvd, Alva 33920	\$ <u>29</u>	2
SUNCOAST ELEMENTARY 1858 Suncoast Ln, 33903	\$ <u>100</u>	5
JUDD PARK 1297 Driftwood Dr, 33903	\$ <u>100</u>	6
MARY MOODY PARK Lakeview Dr, 33903	\$ <u>60</u>	3
MATLACHA PARK 2577 Pine Island Rd, 33909	\$ <u>100</u>	6
NORTH FORT MYERS POOL 960 Iris Dr, 33903	\$ <u>20</u>	1
NORTH SHORE PARK US 41, 33905	\$ <u>100</u>	6
PINE ISLAND ELEMENTARY 5360 Ridgewood Dr, 33922	\$ <u>75</u>	3
<b><u>SITE</u></b>	<b><u>COST PER MOW</u></b>	<b><u>ACREAGE (EST.)</u></b>
TICE POOL/TENNIS COURT 4515 Glenwood Ave, 33905	\$ <u>29</u>	2
TROPICAL POINT 3200 Tropical Pt Dr, 33956	\$ <u>25</u>	1.5
WATERWAY PARK 5820 Poetry Lane, 33903	\$ <u>100</u>	6
ALVA COMMUNITY PARK 21471 N. River Rd, 33920	\$ <u>100</u>	4
PHILLIPS PARK & POOL	\$ <u>100</u>	6

5675 Sesame Dr, 33922

HANCOCK PARK \$ 110 8  
2211 Hancock Bridge Pkwy, 33909

N. FT. MYERS COMMUNITY PARK \$ 110 8  
2021 N. Tamiami Trail  
(Includes grass areas around shuffleboard courts outside fence)

MANATEE PARK \$ 95 5  
10650 SR 80, Ft Myers  
1.5 miles east of I-75

SIX MILE CYPRESS SLOUGH \$ 20 .25  
7751 Penzance Blvd, 33912

\* SITE CONTAINS A 40 HILL COVERING APPROX. 2-3 ACRES

TOTAL AREA ONE - ZONE A \$ 2,640 /PER MOW

AREA TWO - ZONE A

LEE CO. SPORTS COMPLEX \$ 250 20  
14100 Six Mile Cypress Pkwy, 33912

TOTAL AREA TWO - ZONE A \$ 250 /PER MOW

AREA TWO - ZONE B

TERRY PARK \$ 180 10  
3410 Palm Bch Blvd, 33916

RED SOX-CITY OF PALMS \$ 175 9  
2201 EDISON AVE.

SITE COST PER MOW ACREAGE (EST.)

RED SOX-5 PLEX \$ 175 8.5  
4301 EDISON AVE.

TOTAL AREA TWO - ZONE B \$ 530 /PER MOW

AREA THREE - ZONE A

IMPERIAL RIVER BOAT RAMP \$ 30 3  
2770 Arroyal Rd, 33923

TOTAL AREA THREE - ZONE A \$ 30 /PER MOW

AREA THREE - ZONE B

THREE OAKS PARK 18251 Three Oaks Pkwy, 33912	\$ <u>200</u>	15
KARL J. DREWS COMMUNITY CTR. 18412 Lee Rd, 33912	\$ <u>30</u>	3.25
SAN CARLOS ELEMENTARY 17406 Lee Rd, 33912	\$ <u>29</u>	2
SAN CARLOS POOL 8208 Sanibel Blvd.	\$ <u>24</u>	.5
ESTERO PARK 9100 Williams Rd.	\$ <u>24</u>	1
ESTERO HIGH SCHOOL 21900 River Ranch Rd, 33928	\$ <u>24</u>	1
<b>TOTAL AREA THREE - ZONE B</b>	\$ <u>331</u> /PER MOW	

*\$371.00  
29*

AREA THREE - ZONE C

HUNTER PARK 1526 Oak Dr, 33907	\$ <u>95</u>	5
HARLEM HTS/KELLY ROAD PARK 7340 Concourse Dr, 33908 *Site contains berms with steep inclines	\$ <u>325</u>	15*
BROOKS/PAGE PARK 50 South Rd, 33907	\$ <u>75</u>	4
RUTENBERG PARK 6500 S. Pointe Blvd. 33919	\$ <u>95</u>	5
<b>SITE</b>	<b>COST PER MOW</b>	<b>ACREAGE (EST.)</b>
VILLAS ELEMENTARY 8595 Beacon Blvd, 33907	\$ <u>24</u>	1
<b>TOTAL AREA THREE - ZONE C</b>	\$ <u>590</u> /PER MOW	

*\$614.00  
29*

AREA FOUR - ZONE A

BAY OAKS 2731 Oak St, 33931	\$ <u>29</u>	2
LAKES PARK 7330 Gladiolus Dr, 33907	\$ <u>180</u>	15

SAN CARLOS & MAIN PARKING LOT \$ 25 0.25\*  
Call for directions

\* Site is located at Ft. Myers Beach on the west side of San Carlos Blvd. and Main St by the San Carlos Isl. Welcomes You Sign; quoters are strongly urged to view this location due to the proximity of cars to area.

MANTANZAS PASS BRIDGE \$ 25 0.50  
APPROACHES  
Call for directions

MANTANZAS PASS NATURE \$ 24 0.50  
PRESERVE

BOWDITCH POINT PARK \$ 30 3  
50 Estero Blvd, 33931

TOTAL AREA FOUR - ZONE A \$ 313 /PER MOW ✓

AREA FOUR - ZONE B

PUNTA RASSA BOAT RAMP \$ No Bid 1  
Sanibel Toll Facility

TOTAL AREA FOUR - ZONE B \$ No Bid /PER MOW

OPTION A:

PER ACRE COST TO MOW ADDITIONAL SITES: \$ 25

SUBMITTALS ARE A REQUIREMENT OF THIS QUOTE.

SERVICE TO START 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.

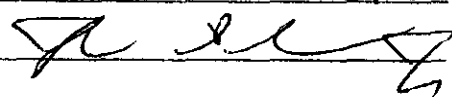


MODIFICATIONS:

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 JSLAND CORP INC  
BY (Printed): John G Sailer JR  
BY (Signature): 

TITLE: President

FEDERAL ID # OR S.S.# 593-26-4307

ADDRESS: 344 S Moor Dr Venice FL 34292

PHONE NO.: <sup>941</sup> 716-3729

FAX NO.: 941 412-0233

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

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

E-MAIL ADDRESS: JLS Lowndes Corp @ Earthlink, Net

REVISED: 7/28/00

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS  
FOR MOWING-PARKS**

SCOPE

The intent of this specification is to acquire a vendor(s) to mow at various locations throughout Lee County on an annual basis for Lee County Parks and Recreation. The sites that require mowing have been divided into four areas and in some cases the areas are divided into zones. Each site varies in size and may contain some trash. Approximately 95% of the work consist of Bahia mowing including small-designated areas such as bullpens, with bahia, possibly fenced in, that a riding mower cannot fit into.

TERM OF QUOTE

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? 11

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

Four LESCO 60" MOWERS  
Six pick up trucks  
Three Trailers  
Blowers weed eaters etc

**LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED**

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

---

---

---

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.

---

---

ATTACHMENT A

PLEASE LIST ALL THE EQUIPMENT YOU PRESENTLY OWN, OR WILL OBTAIN UPON AWARD OF THE CONTRACT, WHICH WILL BE UTILIZED AS PART OF THIS QUOTE. PLEASE INDICATE WITHIN HOW MANY DAYS FROM NOTICE OF AWARD YOU WILL OBTAIN THE EQUIPMENT NOT PRESENTLY OWNED. INCLUDE QUANTITIES, MAKE, MODEL, AND AGE OF EACH ITEM; AS WELL AS CUTTING WIDTH(S) OF THE MOWER(S).

PRESENTLY OWNED

Two pick up trucks

Two 360" Dixie choppers

Two trailers

Two weed eaters

Two Blowers

WILL OBTAIN

DAYS

Six pick up trucks

four trailers

Four 60" mowers

weed eaters & Blowers

## Christopher Jeffcoat - References

---

**From:** "John Sailer" <[jlawncare@earthlink.net](mailto:jlawncare@earthlink.net)>  
**To:** <[cjeffcoat@leegov.com](mailto:cjeffcoat@leegov.com)>  
**Date:** 7/14/2004 9:10 AM  
**Subject:** References

---

Here are my references:

David Jahn  
Landscape Manager  
Charlotte County Facilities Construction & Maintenance  
(941) 743-1994

Kevin Dragon  
Inspector for Sarasota County  
(941) 650-0894

Ben Schneider  
Inspector for Sarasota County  
(941) 650-0777

--- John Sailer  
--- [jlawncare@earthlink.net](mailto:jlawncare@earthlink.net)  
--- EarthLink: The #1 provider of the Real Internet.

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 MOWING-PARKS**

DATE SUBMITTED: 7-12-04

VENDOR NAME: American Tractor Service, LLC

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: N/A

LEE COUNTY COMMODITY CODE: 98842

<u>SITE</u>	<u>COST PER MOW</u>	<u>ACREAGE (EST.)</u>
<b><u>AREA ONE - ZONE A</u></b>		
ALVA BOAT RAMP 21580 Pearl St, 33920	\$ <u>no bid</u>	1
BAYSHORE SOCCER FIELDS 17050 Williams Rd, 33917 (Includes common areas around new soccer fields, parking lot, & picnic area)	\$ <u>no bid</u>	4
BUCKINGHAM COMMUNITY CENTER 4940 Buckingham Rd, 33905	\$ <u>no bid</u>	1
BUCKINGHAM COMMUNITY PARK 9800 Buckingham Rd, Ft Myers	\$ <u>no bid</u>	10
CALOOSAHATCHEE REGIONAL PARK 1850 N. River Rd, Alva 33920	\$ <u>no bid</u>	8
CHARLESTON PARK 2541 Charleston Pk Dr, 33920	\$ <u>no bid</u>	2
DAVIS BOAT RAMP 2227 Davis Blvd, 33905	\$ <u>no bid</u>	1
HIGHLAND EAST PARK (Includes Ballfield where Bahia) 3925 Canal St, 33916	\$ <u>no bid</u>	16
LEHIGH COMMUNITY PARK 1400 W. 5 <sup>th</sup> St, 33936	\$ <u>no bid</u>	10

<u>SITE</u>	<u>COST PER MOW</u>	<u>ACREAGE (EST.)</u>
*LEHIGH VETERANS PARK 55 Homestead Rd, 33936	\$ <u>no bid</u>	28
LEHIGH COMMUNITY CENTER 1299 Homestead Rd, 33936	\$ <u>no bid</u>	.5
MIRAMAR PARK 200 Avocado Ct, 33905	\$ <u>no bid</u>	2
OLGA COMMUNITY PARK 2325 S. Olga Dr, 33905	\$ <u>no bid</u>	1

ORANGE RIVER CANOE 13800 Cemetary Rd, 33905	\$ <u>no bid</u>	2.5
RIVERDALE HIGH SCHOOL 2815 Buckingham Rd, 33905	\$ <u>no bid</u>	1
ROYAL PALM PARK 299 Royal Palm Park Rd, 33905	\$ <u>no bid</u>	2
SCHANDLER HALL 419 Florence Ave, 33905	\$ <u>no bid</u>	3
FORT MYERS SHORES NATURE TRAIL 13114 Fifth St, 33905	\$ <u>no bid</u>	2
S.R. 80 WAYSIDE PARK 21250 Palm Bch Blvd, Alva 33920	\$ <u>no bid</u>	2
SUNCOAST ELEMENTARY 1858 Suncoast Ln, 33903	\$ <u>no bid</u>	5
JUDD PARK 1297 Driftwood Dr, 33903	\$ <u>no bid</u>	6
MARY MOODY PARK Lakeview Dr, 33903	\$ <u>no bid</u>	3
MATLACHA PARK 2577 Pine Island Rd, 33909	\$ <u>no bid</u>	6
NORTH FORT MYERS POOL 960 Iris Dr, 33903	\$ <u>no bid</u>	1
NORTH SHORE PARK US 41, 33905	\$ <u>no bid</u>	6
PINE ISLAND ELEMENTARY 5360 Ridgewood Dr, 33922	\$ <u>no bid</u>	3

<u>SITE</u>	<u>COST PER MOW</u>	<u>ACREAGE (EST.)</u>
TICE POOL/TENNIS COURT 4515 Glenwood Ave, 33905	\$ <u>no bid</u>	2
TROPICAL POINT 3200 Tropical Pt Dr, 33956	\$ <u>no bid</u>	1.5
WATERWAY PARK 5820 Poetry Lane, 33903	\$ <u>no bid</u>	6
ALVA COMMUNITY PARK 21471 N. River Rd, 33920	\$ <u>no bid</u>	4
PHILLIPS PARK & POOL	\$ <u>no bid</u>	6



5675 Sesame Dr, 33922

HANCOCK PARK \$ no bid 8  
2211 Hancock Bridge Pkwy, 33909

N. FT. MYERS COMMUNITY PARK \$ no bid 8  
2021 N. Tamiami Trail  
(Includes grass areas around shuffleboard courts outside fence)

MANATEE PARK \$ no bid 5  
10650 SR 80, Ft Myers  
1.5 miles east of I-75

SIX MILE CYPRESS SLOUGH \$ no bid .25  
7751 Penzance Blvd, 33912

\* SITE CONTAINS A 40' HILL COVERING APPROX. 2-3 ACRES

TOTAL AREA ONE - ZONE A \$ no bid /PER MOW

AREA TWO - ZONE A

LEE CO. SPORTS COMPLEX \$ 265.00 20  
14100 Six Mile Cypress Pkwy, 33912

TOTAL AREA TWO - ZONE A \$ 265.00 /PER MOW

AREA TWO - ZONE B

TERRY PARK \$ 195.00 10  
3410 Palm Bch Blvd, 33916

RED SOX-CITY OF PALMS \$ 135.00 9  
2201 EDISON AVE.

SITE COST PER MOW ACREAGE (EST.)

RED SOX-5 PLEX \$ 135.00 8.5  
4301 EDISON AVE.

TOTAL AREA TWO - ZONE B \$ 465.00 /PER MOW

AREA THREE - ZONE A

IMPERIAL RIVER BOAT RAMP \$ 55.00 3  
2770 Arroyal Rd, 33923

TOTAL AREA THREE - ZONE A \$ 55.00 /PER MOW

**AREA THREE - ZONE B**

THREE OAKS PARK 18251 Three Oaks Pkwy, 33912	\$ <u>220.00</u>	15
KARL J. DREWS COMMUNITY CTR. 18412 Lee Rd, 33912	\$ <u>48.00</u>	3.25
SAN CARLOS ELEMENTARY 17406 Lee Rd, 33912	\$ <u>35.00</u>	2
SAN CARLOS POOL 8208 Sanibel Blvd.	\$ <u>20.00</u>	.5
ESTERO PARK 9100 Williams Rd.	\$ <u>20.00</u>	1
ESTERO HIGH SCHOOL 21900 River Ranch Rd, 33928	\$ <u>20.00</u>	1
<b>TOTAL AREA THREE - ZONE B</b>	\$ <u>363.00</u> /PER MOW	

**AREA THREE - ZONE C**

HUNTER PARK 1526 Oak Dr, 33907	\$ <u>75.00</u>	5
HARLEM HTS./KELLY ROAD PARK 7340 Concourse Dr, 33908 *Site contains berms with steep inclines	\$ <u>250.00</u>	15*
BROOKS/PAGE PARK 50 South Rd, 33907	\$ <u>55.00</u>	4
RUTENBERG PARK 6500 S. Pointe Blvd, 33919	\$ <u>75.00</u>	5
<b>SITE</b>	<b><u>COST PER MOW</u></b>	<b><u>ACREAGE (EST.)</u></b>
VILLAS ELEMENTARY 8595 Beacon Blvd, 33907	\$ <u>20.00</u>	1
<b>TOTAL AREA THREE - ZONE C</b>	\$ <u>475.00</u> /PER MOW	

**AREA FOUR - ZONE A**

BAY OAKS 2731 Oak St, 33931	\$ <u>30.00</u>	2
LAKES PARK 7330 Gladiolus Dr, 33907	\$ <u>225.00</u>	15

SAN CARLOS & MAIN PARKING LOT \$ 20.00 0.25\*  
 Call for directions

\* Site is located at Ft. Myers Beach on the west side of San Carlos Blvd. and Main St by the San Carlos Isl. Welcomes You Sign; quoters are strongly urged to view this location due to the proximity of cars to area.

MANTANZAS PASS BRIDGE \$ 20.00 0.50  
 APPROACHES  
 Call for directions

MANTANZAS PASS NATURE \$ 20.00 0.50  
 PRESERVE

BOWDITCH POINT PARK \$ 45.00 3  
 50 Estero Blvd, 33931

**TOTAL AREA FOUR - ZONE A** \$ 360.00 /PER MOW

**AREA FOUR - ZONE B**

PUNTA RASSA BOAT RAMP \$ 25.00 1  
 Sanibel Toll Facility

**TOTAL AREA FOUR - ZONE B** \$ 25.00 /PER MOW

**OPTION A:**

PER ACRE COST TO MOW ADDITIONAL SITES: \$ 20.00

SUBMITTALS ARE A REQUIREMENT OF THIS QUOTE.

SERVICE TO START WITHIN 7 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

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

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

If yes, then read the paragraph entitled "Local Vendor Preference" included in these specifications. Also complete the Local Vendor Preference Questionnaire and return with your quotation.

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications: Yes \_\_\_\_\_ No X

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

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

FIRM NAME American Tractor Service, LLC

BY (Printed): Cynthia Widener

BY (Signature): Cynthia Widener

TITLE: Owner

FEDERAL ID # OR S.S.# 03-0529007

ADDRESS: 5351 Jackson Rd FM, 33905

PHONE NO.: 239-694-8901

FAX NO.: 239-694-8901

CELLULAR PHONE/PAGER NO.: 239-229-3748

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 032456

E-MAIL ADDRESS: Americtractserv@aol.com

REVISED: 7/28/00

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS  
FOR MOWING-PARKS**

**SCOPE**

The intent of this specification is to acquire a vendor(s) to mow at various locations throughout Lee County on an annual basis for Lee County Parks and Recreation. The sites that require mowing have been divided into four areas and in some cases the areas are divided into zones. Each site varies in size and may contain some trash. Approximately 95% of the work consist of Bahia mowing including small-designated areas such as bullpens, with bahia, possibly fenced in, that a riding mower cannot fit into.

**TERM OF QUOTE**

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.

**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?

5351 Jackson Rd.  
Ft. Myers, FL 33905

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

4 Acres  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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 X

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

\_\_\_\_\_  
\_\_\_\_\_

---

---

---

---



**ATTACHMENT A**

PLEASE LIST ALL THE EQUIPMENT YOU PRESENTLY OWN, OR WILL OBTAIN UPON AWARD OF THE CONTRACT, WHICH WILL BE UTILIZED AS PART OF THIS QUOTE. PLEASE INDICATE WITHIN HOW MANY DAYS FROM NOTICE OF AWARD YOU WILL OBTAIN THE EQUIPMENT NOT PRESENTLY OWNED. INCLUDE QUANTITIES, MAKE, MODEL, AND AGE OF EACH ITEM; AS WELL AS CUTTING WIDTH(S) OF THE MOWER(S).

**PRESENTLY OWNED**

- 1- 2000 F450 pick-up truck
- 1- 1998 Ford Expedition
- 1- 2003 6x12 utility trailer
- 1- 2002 21.5 hp Briggs & Stratton 42" Mower
- 1- 2004 Briggs & Stratton 21" push Mower

**WILL OBTAIN**

DAYS

1- 2004 Scag 61" Turf Tiger 2

We are approved for a loan through Sheffield Financial, LLC (1-800-438-8892 Kevin C.) and Barry's Gravely Tractors (332-1305 Steve Barry). Neither place would give us anything in writing to submit, but said county can call to verify our approval to purchase immediately.

# **AMERICAN TRACTOR SERVICE, LLC**

**5351 Jackson Rd.**

**Fort Myers, FL 33905**

**239-694-8901      239-229-3748**

## **REFERENCES**

Lee County Code Enforcement  
Mary Nye  
239-479-8274

We have been mowing properties of various sizes and difficulties for code enforcement since October 2003.

Turnkey Advisors, LLC  
"The Forum at Fort Myers"  
Kevin Bird  
17817 Davenport Rd. Suite 210  
Dallas, TX  
214-244-4946

We have been mowing the roadsides along Forum Blvd (previously Omni Rd) since September 2003.

William Eilf  
ReMax Realty  
1251 Taylor Ln. Ext  
Lehigh Acres, FL  
239-368-4635

We have been mowing lots of various sizes for Bill Eilf of ReMax since summer 2003.

Curt Skates  
5331 Jackson Rd.  
Ft. Myers, FL 33905  
239-694-1052  
239-850-1590 cell

We have been contracted several times by Mr. Skates for various tractor work, and are currently mowing for him on a weekly basis.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/07/2004

PRODUCER (239)444-1414 FAX (239)444-1415

Rosier Insurance  
A Division of Keys Insurance  
9696 Bonita Beach Rd. #203  
Bonita Springs, FL 34135

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

### INSURERS AFFORDING COVERAGE

NAIC #

INSURED Eric Wagner  
DBA: American Tractor Service  
5351 Jackson Road  
Ft Myers, FL 33905

INSURER A	Am Strategic Ins Corp
INSURER B	Progressive Companies
INSURER C	
INSURER D	
INSURER E	

### COVERAGES

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

INSURER	ADD'L TR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	AFR02635	10/03/2003	10/03/2004	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B		AUTOMOBILE LIABILITY	023287480	10/03/2003	10/03/2004	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$ DEDUCTIBLE \$ RETENTION \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

of Mowing Service - State of Florida  
000 Ford Pickup vin: 1FDX47F9YE20427  
Additional Insured: Lee County Board of County Commissioners

AX to Client: 694-<sup>8701</sup>~~1092~~

**CERTIFICATE HOLDER**  
  
Lee County Board of County Commissioners  
ATTN: Rick Management  
P. O. Box 398  
Ft. Myers, FL 33902

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE  
*F. Corneille Johnson*

# RE-ISSUANCE

03-25-2004



## STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES DIVISION OF WORKERS' COMPENSATION

### \*\* RE-ISSUANCE OF CONSTRUCTION INDUSTRY CERTIFICATE OF EXEMPTION \*\*

This certificate exempts the Officer of the Corporation or the member of the Limited Liability Company listed below from the provision of Florida Workers' Compensation Law for the period indicated below.

EFFECTIVE DATE: 03/25/2004 EXPIRATION DATE: 10/02/2005

CORPORATE OFFICER/  
LLC MEMBER NAME: WIDENER CYTHIA D

FEIN: 030529007

BUSINESS NAME AND ADDRESS: AMERICAN TRACTOR SERVICE LLC  
5351 JACKSON RD  
FORT MYERS FL 33905

SCOPE OF BUSINESS OR TRADE: HAULING/MOVING

**IMPORTANT:** Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.

QUESTIONS? (850) 488-2333

WC-253 RE-ISSUANCE OF CONSTRUCTION INDUSTRY CERTIFICATE OF EXEMPTION REVISED 11-03

Please cut out the card below and retain for inspection by any Department of Financial Services representative while conducting work.

STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION

\*\* RE-ISSUANCE OF CONSTRUCTION INDUSTRY CERTIFICATE OF EXEMPTION \*\*

This certificate exempts the Officer of the Corporation listed below from the provision of Florida Workers' Compensation Law for the period indicated below.

EFFECTIVE DATE: 03/25/2004  
EXPIRATION DATE: 10/02/2005  
CORPORATE OFFICER/  
LLC MEMBER NAME: WIDENER CYTHIA  
FEIN: 030529007  
BUSINESS NAME AND ADDRESS: AMERICAN TRACTOR SERVICE LLC  
5351 JACKSON RD  
FORT MYERS FL 33905  
SCOPE OF BUSINESS OR TRADE: HAULING/MOVING

**IMPORTANT**

**FOLD HERE**

This certificate applies only to the corporate officer named on this certificate and applies only within the scope of the business or trade listed hereon.

A copy of this card or the duplicate above must be carried and available for inspection at all time while conducting any construction work.

Pursuant to chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.

Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

QUESTIONS? (850) 488-2333

CUT HERE

WC-253 RE-ISSUANCE OF CONSTRUCTION INDUSTRY CERTIFICATE OF EXEMPTION REVISED 11-03

# RE-ISSUANCE

03-25-2004



TOM GALLAGHER  
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION

**\*\* RE-ISSUANCE OF CONSTRUCTION INDUSTRY CERTIFICATE OF EXEMPTION \*\***

This certificate exempts the Officer of the Corporation or the Member of the Limited Liability Company listed below from the provision of Florida Workers' Compensation Law for the period indicated below.

EFFECTIVE DATE: 03/25/2004      EXPIRATION DATE: 10/02/2005

CORPORATE OFFICER/  
LLC MEMBER NAME: WIDENER      CYTHIA      D

FEIN: 030529007

BUSINESS NAME AND  
ADDRESS: AMERICAN TRACTOR SERVICE LLC  
5351 JACKSON RD  
FORT MYERS      FL 33905

SCOPE OF BUSINESS OR TRADE: HAULING/MOVING

**IMPORTANT:** Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.

QUESTIONS? (850) 488-2333

NC 253 RE-ISSUANCE OF CONSTRUCTION INDUSTRY CERTIFICATE OF EXEMPTION REVISED 11-03

Please cut out the card below and retain for inspection by any Department of Financial Services representative while conducting work

<p>STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES DIVISION OF WORKERS' COMPENSATION</p> <p><b>** RE-ISSUANCE OF CONSTRUCTION INDUSTRY CERTIFICATE OF EXEMPTION **</b></p> <p>This certificate exempts the Officer of the Corporation listed below from the provision of Florida Workers' Compensation Law for the period indicated below</p> <p>EFFECTIVE DATE: 03/25/2004 EXPIRATION DATE: 10/02/2005 CORPORATE OFFICER/ LLC MEMBER NAME: WIDENER      CYTHIA FEIN: 030529007 BUSINESS NAME AND ADDRESS: AMERICAN TRACTOR SERVICE LLC 5351 JACKSON RD FORT MYERS      FL 33905 SCOPE OF BUSINESS OR TRADE: HAULING/MOVING</p>	<p><b>IMPORTANT</b></p> <p><b>F</b> This certificate applies only to the corporate officer named on this certificate and applies only within the scope of the business or trade listed hereon</p> <p><b>O</b></p> <p><b>L</b> A copy of this card or the duplicate above must be carried and available for inspection at all time while conducting any construction work</p> <p><b>D</b></p> <p><b>H</b> Pursuant to chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter</p> <p><b>E</b></p> <p><b>R</b> Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.</p> <p><b>E</b></p> <p>QUESTIONS? (850) 488-2333</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

CUT HERE

VC 253 RE-ISSUANCE OF CONSTRUCTION INDUSTRY CERTIFICATE OF EXEMPTION REVISED 11-03



PROJECT NO.: Q-040507

OPEN DATE: July 13, 2004

AND TIME: 2:30 P.M.

PRE-BID DATE: June 30, 2004

AND TIME: 8:30 A.M.

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

# REQUEST FOR QUOTATIONS

**TITLE :**  
**MOWING-PARKS**

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PURCHASING

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

**PHYSICAL ADDRESS**  
1825 Hendry St 3<sup>rd</sup> Floor  
FORT MYERS, FL 33901

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

**GENERAL CONDITIONS**

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

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (239) 344-5450.

**1. SUBMISSION OF QUOTE:**

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
  - 1. Marked with the words "Sealed Quote"
  - 2. Name of the firm submitting the quotation
  - 3. Title of the quotation
  - 4. Quotation number
  
- b. The Quotation shall be submitted in triplicate as follows:
  - 1. The original consisting of the Lee County quotes forms completed and signed.
  - 2. A copy of the original quote forms for the Purchasing Director.
  - 3. A second copy of the original quote forms for use by the requesting department.
  
- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
  - 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
  - 2. Warranties and guarantees against defective materials and workmanship.
  
- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".
  
- e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Purchasing prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
  
- f. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.

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

2. **ACCEPTANCE**

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

3. **SUBSTITUTIONS**

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

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

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

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



5. **RECYCLED PRODUCTS**

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

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

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

7. **PRE-BID CONFERENCE**

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

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

8. **BIDDERS LIST MAINTENANCE**

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

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

9. **LEE COUNTY PAYMENT PROCEDURES**

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

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

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

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

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of

Exemption furnished by the Department of Revenue. All contractors or quoters should include in their quote all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

10. **LEE COUNTY BID PROTEST PROCEDURE**

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

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

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

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

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

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

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

The Formal Written Protest shall contain the following:

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

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: \_\_\_\_\_

LEE COUNTY COMMODITY CODE: 98842

<u>SITE</u>	<u>COST PER MOW</u>	<u>ACREAGE (EST.)</u>
<b><u>AREA ONE - ZONE A</u></b>		
ALVA BOAT RAMP 21580 Pearl St, 33920	\$ _____	1
BAYSHORE SOCCER FIELDS 17050 Williams Rd, 33917 (Includes common areas around new soccer fields, parking lot, & picnic area)	\$ _____	4
BUCKINGHAM COMMUNITY CENTER 4940 Buckingham Rd, 33905	\$ _____	1
BUCKINGHAM COMMUNITY PARK 9800 Buckingham Rd, Ft Myers	\$ _____	10
CALOOSAHATCHEE REGIONAL PARK 1850 N. River Rd, Alva 33920	\$ _____	8
CHARLESTON PARK 2541 Charleston Pk Dr, 33920	\$ _____	2
DAVIS BOAT RAMP 2227 Davis Blvd, 33905	\$ _____	1
HIGHLAND EAST PARK (Includes Ballfied where Bahia) 3925 Canal St, 33916	\$ _____	16
LEHIGH COMMUNITY PARK 1400 W. 5 <sup>th</sup> St, 33936	\$ _____	10



<u>SITE</u>	<u>COST PER MOW</u>	<u>ACREAGE (EST.)</u>
*LEHIGH VETERANS PARK 55 Homestead Rd, 33936	\$ _____	28
LEHIGH COMMUNITY CENTER 1299 Homestead Rd, 33936	\$ _____	.5
MIRAMAR PARK 200 Avocado Ct., 33905	\$ _____	2
OLGA COMMUNITY PARK 2325 S. Olga Dr, 33905	\$ _____	1
ORANGE RIVER CANOE 13800 Cemetary Rd, 33905	\$ _____	2.5
RIVERDALE HIGH SCHOOL 2815 Buckingham Rd, 33905	\$ _____	1
ROYAL PALM PARK 299 Royal Palm Park Rd, 33905	\$ _____	2
SCHANDLER HALL 419 Florence Ave, 33905	\$ _____	3
FORT MYERS SHORES NATURE TRAIL 13114 Fifth St, 33905	\$ _____	2
S.R. 80 WAYSIDE PARK 21250 Palm Bch Blvd, Alva 33920	\$ _____	2
SUNCOAST ELEMENTARY 1858 Suncoast Ln, 33903	\$ _____	5
JUDD PARK 1297 Driftwood Dr, 33903	\$ _____	6
MARY MOODY PARK Lakeview Dr, 33903	\$ _____	3
MATLACHA PARK 2577 Pine Island Rd, 33909	\$ _____	6
NORTH FORT MYERS POOL 960 Iris Dr, 33903	\$ _____	1
NORTH SHORE PARK US 41, 33905	\$ _____	6
PINE ISLAND ELEMENTARY 5360 Ridgewood Dr, 33922	\$ _____	3

<u>SITE</u>	<u>COST PER MOW</u>	<u>ACREAGE (EST.)</u>
TICE POOL/TENNIS COURT 4515 Glenwood Ave, 33905	\$ _____	2
TROPICAL POINT 3200 Tropical Pt Dr, 33956	\$ _____	1.5
WATERWAY PARK 5820 Poetry Lane, 33903	\$ _____	6
ALVA COMMUNITY PARK 21471 N. River Rd, 33920	\$ _____	4
PHILLIPS PARK & POOL 5675 Sesame Dr, 33922	\$ _____	6
HANCOCK PARK 2211 Hancock Bridge Pkwy, 33909	\$ _____	8
N. FT. MYERS COMMUNITY PARK 2021 N. Tamiami Trail (Includes grass areas around shuffleboard courts outside fence)	\$ _____	8
MANATEE PARK 10650 SR 80, Ft Myers 1.5 miles east of I-75	\$ _____	5
SIX MILE CYPRESS SLOUGH 7751 Penzance Blvd, 33912	\$ _____	.25

\* SITE CONTAINS A 40' HILL COVERING APPROX. 2-3 ACRES

**TOTAL AREA ONE - ZONE A \$ \_\_\_\_\_ /PER MOW**

**AREA TWO - ZONE A**

LEE CO. SPORTS COMPLEX 14100 Six Mile Cypress Pkwy, 33912	\$ _____	20
--------------------------------------------------------------	----------	----

**TOTAL AREA TWO - ZONE A \$ \_\_\_\_\_ /PER MOW**

**AREA TWO - ZONE B**

TERRY PARK 3410 Palm Bch Blvd, 33916	\$ _____	10
RED SOX-CITY OF PALMS 2201 EDISON AVE.	\$ _____	9

<u>SITE</u>	<u>COST PER MOW</u>	<u>ACREAGE (EST.)</u>
RED SOX-5 PLEX 4301 EDISON AVE.	\$ _____	8.5
<b>TOTAL AREA TWO - ZONE B</b>	<b>\$ _____ /PER MOW</b>	
<b><u>AREA THREE - ZONE A</u></b>		
IMPERIAL RIVER BOAT RAMP 2770 Arroyal Rd, 33923	\$ _____	3
<b>TOTAL AREA THREE - ZONE A</b>	<b>\$ _____ /PER MOW</b>	
<b><u>AREA THREE - ZONE B</u></b>		
THREE OAKS PARK 18251 Three Oaks Pkwy, 33912	\$ _____	15
KARL J. DREWS COMMUNITY CTR. 18412 Lee Rd, 33912	\$ _____	3.25
SAN CARLOS ELEMENTARY 17406 Lee Rd, 33912	\$ _____	2
SAN CARLOS POOL 8208 Sanibel Blvd.	\$ _____	.5
ESTERO PARK 9100 Williams Rd.	\$ _____	1
ESTERO HIGH SCHOOL 21900 River Ranch Rd, 33928	\$ _____	1
<b>TOTAL AREA THREE - ZONE B</b>	<b>\$ _____ /PER MOW</b>	
<b><u>AREA THREE - ZONE C</u></b>		
HUNTER PARK 1526 Oak Dr, 33907	\$ _____	5
HARLEM HTS./KELLY ROAD PARK 7340 Concourse Dr, 33908 *Site contains berms with steep inclines	\$ _____	15*
BROOKS/PAGE PARK 50 South Rd, 33907	\$ _____	4
RUTENBERG PARK 6500 S. Pointe Blvd, 33919	\$ _____	5

<u>SITE</u>	<u>COST PER MOW</u>	<u>ACREAGE (EST.)</u>
VILLAS ELEMENTARY 8595 Beacon Blvd, 33907	\$ _____	1
<b>TOTAL AREA THREE- ZONE C</b>	<b>\$ _____ /PER MOW</b>	

**AREA FOUR - ZONE A**

BAY OAKS 2731 Oak St, 33931	\$ _____	2
LAKES PARK 7330 Gladiolus Dr, 33907	\$ _____	15
SAN CARLOS & MAIN PARKING LOT Call for directions * Site is located at Ft. Myers Beach on the west side of San Carlos Blvd. and Main St by the San Carlos Isl. Welcomes You Sign; quoters are strongly urged to view this location due to the proximity of cars to area.	\$ _____	0.25*
MANTANZAS PASS BRIDGE APPROACHES Call for directions	\$ _____	0.50
MANTANZAS PASS NATURE PRESERVE	\$ _____	0.50
BOWDITCH POINT PARK 50 Estero Blvd, 33931	\$ _____	3
<b>TOTAL AREA FOUR - ZONE A</b>	<b>\$ _____ /PER MOW</b>	

**AREA FOUR - ZONE B**

PUNTA RASSA BOAT RAMP Sanibel Toll Facility	\$ _____	1
<b>TOTAL AREA FOUR - ZONE B</b>	<b>\$ _____ /PER MOW</b>	

**OPTION A:**

PER ACRE COST TO MOW ADDITIONAL SITES: \$ \_\_\_\_\_

SUBMITTALS ARE A REQUIREMENT OF THIS QUOTE.

SERVICE TO START WITHIN \_\_\_\_ CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

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

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

If yes, then read the paragraph entitled "Local Vendor Preference" included in these specifications. Also complete the Local Vendor Preference Questionnaire and return with your quotation.

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications: Yes \_\_\_\_\_ No \_\_\_\_\_

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

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

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

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

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

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

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

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

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

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

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

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

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

REVISED: 7/28/00

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS  
FOR MOWING-PARKS**

SCOPE

The intent of this specification is to acquire a vendor(s) to mow at various locations throughout Lee County on an annual basis for Lee County Parks and Recreation. The sites that require mowing have been divided into four areas and in some cases the areas are divided into zones. Each site varies in size and may contain some trash. Approximately 95% of the work consist of Bahia mowing including small-designated areas such as bullpens, with bahia, possibly fenced in, that a riding mower cannot fit into.

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 four 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

Vendors are encouraged to quote on any zone or area for which they are certain they can provide the mowing services specified. Costs per mow must be given for each location in a zone or area, as applicable, in order to be considered for award for that zone or area. Lee County anticipates awarding this quote to multiple vendors.

Please note that unacceptable references may disqualify your firm from receiving an award even if you are low quoter per area, zone or overall.

The award of this quote may be made to the low quoter meeting specifications per zone or per area (as applicable), or overall, at Lee County's sole discretion.

Lee County reserves the right, at the Purchasing Director's discretion, not to award certain locations listed on the proposal quote form.

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

PERFORMANCE BOND

(Note: If the award of your portion of the quote doesn't exceed \$100,000 annually you will not be required to obtain a 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).

AREA CHANGES

Lee County may, at their sole discretion, add or delete items 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 does not increase or decrease the original contract area by more than 15%. Lee County may, at their sole discretion, add new areas of dissimilar nature, based on a mutually agreed price, to be negotiated between the vendor and an authorized Lee County representative.

WORKMANSHIP AND INSPECTION

The supervision of the performance of this contract is vested wholly with Lee County Parks and Recreation. Lee County Parks and Recreation representative, Jim Kirkpatrick or designee, 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 at his discretion and or approval.



Workmanship shall be of the highest quality. All employees of the awarded vendor shall be mentally and physically competent to perform the services required. The vendor shall at all times enforce strict discipline and good order among his employees.

SUPERVISION AND SAFETY

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 employees will wear proper personal protective equipment while working on County premises.

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 awarded vendor, as a minimum, must have the following equipment:

- (1) Front-deck commercial rider turf mower (48" min. to 72" max. cutting width); and a small mower to cut designated areas such as bahia bullpens.
- (2) A means of safely transporting the mower to and from the site.

NOTE: Agricultural tractors and flail mowers are not to be used to perform work under this quote.

REQUIRED SUBMITTALS

Attachment A and the other 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. Quoters may be asked to provide additional information. If requested, quoters shall furnish the information within 10 calendar days.

- (1a) On Attachment A please provide the requested information for all the equipment you presently own, which will be utilized as part of this quote.
- (1b) It is not necessary for vendors to have the above listed equipment in their possession in order to submit a quote. However, it shall be the responsibility of each quoter to prove to Lee County's satisfaction that arrangements to lease, rent or purchase the required equipment, upon award, have been made.

On Attachment A list the requested information for the equipment you plan to lease rent or purchase. Also list within how many days from notice of award you will obtain this equipment; if you are the awarded vendor.

All equipment not presently owned must be obtained within 30 days from notice of award.

- (2) On company letterhead, vendors submitting quotes must be capable of providing a minimum of three references in the State of Florida to which their firm has provided services that are comparable in size and complexity to those requested herein.
- (3) Each quoter shall submit proof (i.e., a copy of the purchase or lease agreement; conditional sales contract; etc.) that arrangements have been made to obtain, upon award, the equipment as specified herein, if not presently owned.

DEFAULTS BY AWARDED QUOTER

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

- (1) Failure of the awarded quoter to maintain satisfactory performance level;
- (2) Failure of the awarded quoter to schedule his work in such a way as to affect the appearance of the sites to be properly maintained, as required under this quote;
- (3) Failure of the quoter to pay for work performed by his employees;
- (4) Insolvency of awarded quoter or;
- (5) Death of the awarded quoter; if the quoter is an individual.

CONTRACT

The Purchase Order shall be the contract.

DETAILED SPECIFICATIONS FOR MOWING

- (1) The vendor shall mow the turf to a height of 3 inches.
- (2) The awarded vendor will receive a walk-through of each of the sites he is responsible for. A County Representative will be available to answer any minor procedural questions about the mowing process at a specific site.
- (3) If the property requested by the County to be mowed, is wholly or partially covered with trash/garbage, is otherwise unmowable with the commercial equipment as listed herein, or has been mowed since notice to mow was given to the vendor, the vendor shall notify the County Representative in writing of these facts, within 24 hours.
- (4) The vendor shall be responsible for clean up of any debris or cuttings thrown or dragged by his machinery onto adjacent property and roadways.
- (5) Any damage to buildings, trees, utilities, etc., shall be reported by the vendor in writing, within 24 hours, to the County Representative.
- (6) The work will be accumulated into groups of properties, by area, or zone, as applicable. The vendor will be notified of the "List" of the groups of properties (per area, or zone) requiring mowing by means of a phone call. The Department will keep a phone log of the "List" of properties to be mowed and the date the work was requested.
- (7) The vendor shall submit his invoice, along with the "List", after completion and approval of the work, as instructed by the County Representative. Payment will be made based upon the mowing cost for each site included on the "List". Invoices received for areas mowed by the County will not be processed.
- (8) All mowing must be completed within 7 calendar days after vendor's receipt of phone notification of the "List".
- (9) In the event that the awarded vendor cannot provide the service within the 14 calendar days as required above, Lee County reserves the right to utilize another vendor.
- (10) Line trimming along fence lines, trees, around structures, light poles, bollards, car stops, any areas not accessible to a mower and sidewalk edging shall be negotiated with site supervisor for each facility that needs such service. Line trimming will only be allowed around mulched trees with a maintained mulched bed of 24" from the base of the tree. Due care must be taken to avoid girdling trees. Any trees without a maintained mulched area at the base of the tree are not to be line trimmed.

- (11) Vendors shall be available and able to mow throughout the year, exclusive of major holidays.
- (12) At Lee County's discretion, sites and parts of sites listed within the price proposal may be deleted. If part of a site is deleted, the payment will be reduced proportionate to the amount of space deleted.

REPORTING, INSPECTIONS AND APPROVAL OF WORK PERFORMED

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

SPRINKLER HEADS

The vendor shall maintain proper operating conditions around all sprinkler heads.

Any damage to sprinkler systems must be reported to the Site Representative on the day it occurs. Such repairs will be at the vendor's expense if caused by the vendor's employees. Lee County will make such repairs as necessary and deduct from payment due.

EXAMINATION OF SITES

Vendors are encouraged to visit the work sites and familiarize 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. To see sites please contact Gary Porter, 461-7427 or Mike Mulligan, 461-7427.

DEBRIS DISPOSAL

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

PARKS AND RECREATION CONTACT PERSONS:

The Parks and Recreation contact persons will be: Mike Mulligan, 461-7427 or Gary Porter, 461-7449. Contract Representative – Jim Kirkpatrick, 461-7457 or cell # 707-7272.

OPTION A

In the space provided on the proposal quote form vendors shall indicate their cost per acre to mow additional sites, if requested by Lee County. The decision to award this option shall be at Lee County's sole discretion.

SUMMARY REPORTS

Upon completion of each six-month period of the quote, the awarded vendor shall be responsible for furnishing a summary report to Purchasing. This report shall include the previous six months history, showing at a minimum, the following information:

- 1) Total dollars expended per district, or zone, as applicable,
- 2) Total number of times each location is mowed, per district, or zone, as applicable.

INSURANCE REQUIREMENTS

Insurance shall be provided per the attached Insurance "Standard Contract, prior to the commencement of any work under this agreement. Upon request, an insurance certificate complying with the attached guide, may be required prior to award.

Lee County Board of County Commissioners is to be listed as an additional insured with respects to Commercial General Liability and Worker's Compensation.

The insurance coverage enumerated in "Standard Contract" attached, constitutes the minimum requirements acceptable to Lee County and said enumeration shall in no way lessen or limit the liability of the Vendor under the terms of the contract. The Vendor may procure and maintain, at their own expense, any additional kind and amount of insurance, that in their own judgment may be necessary for their proper protection in the performance of their work under this agreement.

CONSUMER PRICE INDEX ADJUSTMENT

The contract price quoted for this service will be increased annually on the first of October. This increase will be based on the July Consumer Price Index for U.S. City Average, Wage and Clerical Workers, All Items, as published by the Bureau of Labor Statistics, Southeastern Regional office as of the month of July for that year. Lee County Parks and Recreation will notify the vendor of the increase amount. This increased amount will begin with the billing for the month of October.

LOCAL BIDDER'S PREFERENCE

Note: In order for your firm to be considered for the local vendor preference, you must complete and return the attached "Local Vendor Preference Questionnaire" with your quotation.

The Lee County Local Bidder's Preference Ordinance No. 00-10 is being included as part of the award process for this project. As such, Lee County at its sole discretion, may choose to award a preference to any qualified "Local Contractor/Vendor" in an amount not to exceed 3 % of the total amount quoted by that firm.

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

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

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

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

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

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

---

---

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

---

---

---

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

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

---

---

---

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

---

---

---

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

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

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

---

---

---

---

---

---



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

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

- a. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:

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

- b. Commercial General Liability - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:

\$500,000 bodily injury per person (BI)  
\$1,000,000 bodily injury per occurrence (BI)  
\$500,000 property damage (PD) or  
\$1,000,000 combined single limit (CSL) of BI and PD

- c. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$500,000 bodily injury per person (BI)  
\$1,000,000 bodily injury per occurrence (BI)  
\$100,000 property damage (PD) or  
\$1,000,000 combined single limit (CSL) of BI and PD

*\*The required limit of liability shown in Standard Contract: 1.a; 1.b; 1.c; may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

2. Verification of Coverage:

- a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

1. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials@ will be named as an "Additional Insured" on the General Liability policy.***
2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).



3. Special Requirements:

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

**PERFORMANCE BOND**

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

\_\_\_\_\_  
(Business Address)

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

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

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

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

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

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

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

**IMPORTANT:** Please read carefully and return with your bid proposal.

Please check off each of the following items as the necessary action is completed:

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

11. The mailing envelope has been addressed to:

<b>MAILING ADDRESS</b>	<b>PHYSICAL ADDRESS</b>
Lee County Purchasing	Lee County Purchasing
P.O. Box 398                      or	1825 Hendry St 3 <sup>rd</sup> Floor
Ft. Myers, FL 33902-0398	Ft. Myers, FL 33901

12. The mailing envelope **MUST** be sealed and marked with:  
 Quote Number  
 Opening Date and/or Receiving Date

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

14. If submitting a "NO BID" please write quote number here \_\_\_\_\_  
 and check one of the following:  
 Do not offer this product       Insufficient time to respond.  
 Unable to meet specifications (why)  
 Unable to meet bond or insurance requirement.  
 Other: \_\_\_\_\_

Company Name and Address:  
 \_\_\_\_\_  
 \_\_\_\_\_

ATTACHED

4

**Christopher Jeffcoat - mowing contract**

---

**From:** Gary Porter  
**To:** Jeffcoat, Christopher  
**Date:** 7/19/2004 3:06 PM  
**Subject:** mowing contract  
**CC:** Berra, David; Kirkpatrick, Jim; Mulligan, Mike

---

As we discussed based on low bid , Zone "B" should be awarded to American Tractor Service (along with Zone "C") , not to Grass Root Lawn and Tree Service as was previously requested. Zone "A" remains awarded to JS Lawn Care, Inc. Thank you. gp

Gary Porter  
Parks Operations Manager  
Dept. of Parks and Recreation  
[portergp@leegov.com](mailto:portergp@leegov.com)  
Phone: (239) 461-7449  
FAX: (239) 461-7460