

Agenda Item Summary

1. ACTION REQUESTED/PURPOSE: Approve award of Formal Quotation No. Q-060612 Lakes Park Hurricane Planting for the department of Parks and Recreation, to provide planting for areas that were damaged by recent hurricanes at Lakes Park to the low quoter meeting specifications, Michael Gnagey Landscaping Services at the cost of \$130,950.00 at the prices listed on the attached Lee County Tabulation Sheet. Also approve the expenditure of a not-to-exceed amount of \$5,175.00 for such incidentals as, but not limited to, extra plants, moving water lines, removal of large boulders, etc. In the event that the low quoter is unable to complete the project, request the Purchasing Director be given authority to act on behalf of the Board in the event of vendor non-compliance so that the Purchasing Director can proceed to the next low quoter(s). Funding will be available from the individual department or division's budget whom will be responsible for monitoring their individual expenditures. (Note: This procurement is grant funded 100% by the Florida Department of Agriculture and Consumer Services, Division of Forestry under the Urban and Community Forestry Grant Program for 2005 Emergency Hurricane Supplemental Funds.)

2. WHAT ACTION ACCOMPLISHES: Allows Parks and Recreation to replace damaged trees using Grant funding.

3. MANAGEMENT RECOMMENDATION: Approve as stated.

4. Departmental Category: 11 **CIA** **5. Meeting Date:** OCT 24 2006

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

9. Background: On August 29, 2006, the Division of Purchasing received sealed quotations for replacement of plants and shrubs that were damaged by the hurricanes. On that date, seven responses were received of which three were no-bids. The quotations have been thoroughly reviewed, and a recommendation is being made to award to Michael Gnagey Landscaping Services as the low quoter meeting all specification requirements.

Funding is available: 11082200100.503490

Please See Attachments:

- (1) Tabulation Sheet
- (2) Blue sheet approving Grant
- (3) Specifications
- (4) Michael Gnagey Landscaping Services Quotation

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>Michael Mulligan</i>	<i>Kenneth Sheehan 10.7.06</i>			<i>Michael Bowers 10/9/06</i>	<i>10/9/06</i>	<i>10/9/06</i>	<i>10/9/06</i>	<i>10/9/06</i>	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: *CA*
 10/9/06 11:55 am
 COUNTY ADMIN FORWARDED TO: *BC*
 10/9/06 2:30 pm

REC'D by CO. ATTY: 10/9/06 10:36 am
 CO. ATTY. FORWARDED TO: *County Admin*
 10/9/06 10:35 am

FORMAL QUOTATION #Q-060612		LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: AUGUST 29,2006		FOR			
BUYER: KATHY CICCARELLI		LAKES PARK HURRICANE PLANNING			
VENDORS	HOLLOWAY TREE FARM	MICHAEL GNAGEY LANDSCAPING SERVICES	GREENWERX GROUNDSKEEPING, INC.	C & C MAINTENANCE DIV., INC.	
COPIES PROVIDED	YES	YES	YES	YES	
GRAND TOTAL FOR SECTION A AND B	\$ 43,620.00	\$130,950.00	\$193,810.00	\$309,825.00	
OPTION A	NA	\$18,000.00	\$156,000.00	\$12,000.00	
TO BE STARTED WITHIN CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER	NA	4	7	30	
LOCAL VENDOR PREFERENCE	NA	NO	YES	YES	
MODIFICATIONS	*YES	NO	NO	NO	
QUOTE SIGNED	YES	YES	YES	YES	
OCCUPATIONAL LICENSE	NA	03054494	994356	NA	
MEETS SPECIFICATIONS	**NO	YES	YES	YES	
*SECTION A-QUOTED AS 7 GALLON, BID REQUESTED 10 GALLON, WE CANMEET SPECIFICATIONS OF 5-6' HT X 24" SPREAD IN A 7 GALLON. SECTION A & B- ALL QUOTES ARE F.O.B. HOLLOWAY TREE FARM, 2620 GRIFFEN RD., LEESBURG, FLA. 34748. SHIPPING COSTS WERE ADDED UNDER TOTAL FOR EACH SECTION.					
**COULD NOT SUPPLY ALL OF THE PLANTS OR SHRUBS.					
NO BIDS					
KING LANDSCAPING & SOD OF S.W. FLA. INC.					
AQUAGENIX					
LANDSCAPE DIMENSIONS					
POSTING TIME/DATE					
FROM: /					
UNTIL: /					
BY:					

ATTACHMENT 1

ATTACHMENT 1

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

Blue Sheet No. 20051685

1. ACTION REQUESTED/PURPOSE: Approve and execute grant agreement between the Florida Department of Agriculture and Consumer Services, Division of Forestry under the Urban and Community Forestry Grant Program for 2005 Emergency Hurricane Supplemental Funds for replanting trees lost in Lakes Park due to Hurricane Charley. Approve Budget Amendment Resolution in the amount of \$136,125.

2. WHAT ACTION ACCOMPLISHES: To accept funds from the Florida Department of Agriculture and Consumer Services, Division of Forestry under the Urban and Community Forestry Grant Program for 2005 Emergency Hurricane Supplemental Funds for replanting trees lost in Lakes Park due to Hurricane Charley.

3. MANAGEMENT RECOMMENDATION: Approve and execute grant agreement.

4. Departmental Category: 11 CIA		5. Meeting Date: 12-13-2005
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify) <input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin. Code <input checked="" type="checkbox"/> Other	8. Request Initiated: Commissioner _____ Department <u>Parks and Recreation</u> Division _____ By: <u>John Yarbrough</u> J. Yarbrough

9. Background: At the June 14, 2005, Board of County Commissioners meeting, the Board adopted a Resolution supporting the submission of grant application to the Florida Department of Agriculture and Consumer Services, Division of Forestry under the Urban and Community Forestry Grant Program for 2005 Emergency Hurricane Supplemental Funds for replanting trees lost in Lakes Park due to Hurricane Charley. Lakes Park received extension damage from Hurricane Charley in August of 2004. The replanting of trees is not an allowable expense under FEMA. A match of \$45,375 is required and matching funds will come from funds already spent to date on replanting trees lost due to the hurricane.

Funds will be made available in revenue account #11082200100.331390.9003 and expense account #11082200100.503490.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<u>J. Yarbrough</u>				<u>[Signature]</u> 11/21/05	<u>[Signature]</u> 11/22/05	<u>[Signature]</u> 11/22/05	<u>[Signature]</u> 11/22/05	<u>[Signature]</u> 11/22/05	<u>[Signature]</u>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN.
11-21-05
3:30
COUNTY ADMIN FORWARDED TO:
P. G. R. J.
11-1 3:30

Rec. by CoAtty
Date: 11/21/05
Time: 4:20pm
Forwarded To:

ATTACHMENT 3



LEE COUNTY
SOUTHWEST FLORIDA

PROJECT NO.: Q-060612

OPEN DATE: AUGUST 29, 2006
AND TIME: 2:30 P.M.

PRE-BID DATE: AUGUST 15, 2006
AND TIME: 10:00 A.M.

LOCATION: 1825 HENDRY ST, 3rd FLOOR
FORT MYERS, FL 33901

REQUEST FOR QUOTATIONS

TITLE: LAKES PARK HURRICANE PLANTING

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING

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

PHYSICAL ADDRESS
1825 Hendry St 3rd Floor
FORT MYERS, FL 33901

BUYER: KATHY CICCARELLI, CPPB
PURCHASING AGENT
PHONE NO.: (239) 344-5456

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. **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.

6. **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.

7. **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.

8. **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.

9. **LEE COUNTY BID PROTEST PROCEDURE**

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

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

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

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

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

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

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

The Formal Written Protest shall contain the following:

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

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

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

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

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

Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly

scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.

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

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

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

10. **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.

11. **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.

12. **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.

13. **MISCELLANEOUS**

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

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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 LAKES PARK HURRICANE PLANTING**

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:

SECTION A:

85 Sabal Palms	Cost Each \$ _____	Total \$ _____
100 Live Oak	Cost Each \$ _____	Total \$ _____
100 Bald Cypress	Cost Each \$ _____	Total \$ _____
35 Red Maple	Cost Each \$ _____	Total \$ _____
225 Florida Slash Pine	Cost Each \$ _____	Total \$ _____
25 Pop Ash	Cost Each \$ _____	Total \$ _____
25 Black Olive	Cost Each \$ _____	Total \$ _____
25 Mahogany	Cost Each \$ _____	Total \$ _____

Total Section A \$ _____

SECTION B:

50 Sabal Palms	Cost Each \$ _____	Total \$ _____
100 Florida Slash Pine	Cost Each \$ _____	Total \$ _____
100 Green Buttonwood	Cost Each \$ _____	Total \$ _____
50 Dahoon Holly	Cost Each \$ _____	Total \$ _____
100 Saw Palmetto	Cost Each \$ _____	Total \$ _____
150 Wax Myrtle	Cost Each \$ _____	Total \$ _____
100 Fire Bush	Cost Each \$ _____	Total \$ _____
30 Red Mangrove	Cost Each \$ _____	Total \$ _____

Total Section B \$ _____

GRAND TOTAL FOR SECTION A AND B \$ _____

OPTION A:

Water and maintain plants and shrubs for up to one-year

Cost per month \$ _____ X 12 = Total \$ _____

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

Is your firm interested in being considered for the Local Vendor Preference?
 Yes _____ No _____

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

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

Are there any modifications to the quote or specifications:

Yes _____ No _____

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

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

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S. # _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: _____

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR LAKES PARK HURRICANE PLANTING**

SCOPE

The intent of this quote is to provide planting for areas that were damaged by the recent hurricanes.

NOTE: Both sets of plans are available to be picked up from Lee County Purchasing, 1825 Hendry St., Fort Myers, FL 33901.

TERM OF QUOTE

This quote shall be in effect until the completion of the job to the County's specifications.

BASIS OF AWARD

The basis of award for this quote will be the low quoter meeting specifications for the combined grand total of Section A and Section B.

Lee County reserves the right, at the County's discretion, not to award certain items listed on the Price Proposal Form.

Lee County reserves the right to reject unbalanced quotes.

GENERAL INFORMATION

1. Plant material shall conform to the standards of Florida No. 2 (co-dominant leaders are unacceptable) or better as specified in the most current version of the "Grades and Standards for Nursery Plants" authored by the Florida Department of Agriculture and Consumer Services. Caliper measured 6" above grade.
2. When #2 stock is used the contractor will be required to prune some of the plant material (the number to be determined at the time of inspection by Lee County Parks) under the supervision of the Lee County Parks Arborist.
3. All utilities shall be located by the contractor prior to any excavation. Areas in question shall be brought to the attention of the project manager. Hand dig any unknown utility areas.
4. Plants shall be guaranteed for the period of one year from the date of substantial completion.

5. Planting mix shall be 3-5% organics, 10-30% silts, 25-60% sand, and 5-25% clays. PH must be between 5.0-6.75. Provide starter fertilizer for all newly planted materials. Use 6-6-6 for palms & trees.
6. Plants must be planted immediately and not be stored onsite without proper irrigation and care.
7. All tree and shrub mulching to be a minimum of 3" deep. All tree trunk flares to be above grade. Mulch all tree saucers with 3" deep Florimulch.
8. All tree locations are approximate. Actual locations will be located in the field by a representative of Lee County.
9. Site may be wet with poor drainage & require additional labor.

OPTION A:

Water and maintain all plant material initially, and maintain prior to substantial completion. Watering will be required to adequately meet the horticultural needs of the newly planted material in a healthy and vigorous state. Fertilize as necessary, maintain staking and mulch and corrective pruning. Prior to any pruning contractor will consult with the County Arborist.

GUARANTEE AND REPLACEMENT

All plants shall be guaranteed for one-year. If the landscape work does not comply with the above requirements the County reserves the right to withhold or deny payment for work not being done as scheduled or specified in this agreement. All replacement plants shall be plants of the same species and Florida #2 quality or better. Approved replacements shall be furnished and planted as specified with no additional cost to the County.

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.

SUPERVISION AND SAFETY

The contractor shall be responsible for the supervision and direction of the work performed by his employees and subcontractors; and shall, at all times provide a full time manager or crew leader on the premises to carry out the responsibility. The manager or crew leader shall have the authority to act as agent for the contractor in his absence, and shall be fully qualified to implement the contract specifications.

The contractor shall be responsible for instructing his employees in all safety measures. All equipment used by the contractor shall be maintained in safe operating condition at all times, free from defects or wear which may in any way constitute a hazard to any person or persons on County property.

The contractor shall provide a qualified and competent, English speaking person on site who is authorized to supervise the maintenance operations and to represent and act for the Contractor.

SUBSTITUTIONS

Any substitutions must be approved by Lee 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.

VENDOR QUALIFICATIONS

To qualify for consideration for selection as a qualified vendor, a vendor must meet certain designated minimum experience and qualifications. These minimum qualifications are outlined in the following sections. A vendor must also demonstrate that he/she is financially qualified.

NOTE: IN ORDER TO QUALIFY TO PROCEED TO STEP TWO AS A QUALIFIED VENDOR A "PASS" MUST BE OBTAINED FOR ALL OF THE EVALUATION CRITERIA – SEE THE "EVALUATION SHEETS FOR REQUEST FOR QUALIFICATIONS" IN EACH SECTION.

- I. Experience
- II. References
- III. Equipment
- IV. Suppliers
- V. Warranty
- VI. Financial Qualifications

REQUIRED SUBMITTALS FOR THIS RFQ ARE AS FOLLOWS:

I. EXPERIENCE

A. Companies submitting this prequalification request shall have demonstrable, professional experience and background in the purchase, planting and care of the requested planting materials. Please tell us about your company and the qualifications of your personnel.

Please explain how your company complies with this requirement.

B. How many employees would you have available to dedicate to this job?

Please explain how your company complies with this requirement.

II. REFERENCES

A. All companies submitting a prequalification request shall provide a minimum of three (3) references listing customer names, addresses, telephone numbers, and contact person, for whom planting has been done and the total cost of the job was \$25,000.00 or above.

Please explain how your company complies with this requirement.

B. Have you worked with Lee County before? Please tell us for which department and your contact?

Please explain how your company complies with this requirement.

III. EQUIPMENT

A. EQUIPMENT OWNED: Please list the type of equipment that is owned by your company and would be used to complete this job.

Please explain how your company complies with this requirement.

B. EQUIPMENT RENTED: Please list the equipment that you will be renting and who you will be renting it from.

Please explain how your company complies with this requirement.

IV. SUPPLIERS

Please list your suppliers of plantings that are required for this specification. Please furnish us with the company name, a contact name and phone number so we can verify that you will be able to get these plants in a reasonable amount of time and of the quality that was specified in this quote.

Please explain how your company complies with this requirement.

V. WARRANTY

Since the awarded vendor will be charged with maintaining and watering the plantings for one-year the County will require a one year warranty.

Please explain how your company complies with this requirement.

VI. FINANCIAL QUALIFICATIONS

Your certificate of insurance must meet the following requirements

Requirement #1: The Lee County Board of County Commissioners shall be added as an additional insured on the comprehensive general liability policy.

Requirement #2: Certificate holder shall be listed as follows:

Lee County Board of County Commissioners

C/O Lee County Purchasing

P.O. Box 398

Fort Myers, FL 33902

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

1. **Minimum Insurance Requirements:** Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendor's interest or liabilities, but are merely minimums.
 - 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:
 - \$100,000 per accident
 - \$500,000 disease limit
 - \$100,000 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)
 - \$100,000 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:
 - \$100,000 bodily injury per person (BI)
 - \$300,000 bodily injury per occurrence (BI)
 - \$100,000 property damage (PD) or
 - \$500,000 combined single limit (CSL) of BI and PD
2. **Special Requirements:**
 - 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).
- b. An appropriate "Indemnification" clause shall be made a provision of the contract.
- c. It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.

**EVALUATION SHEETS FOR
REQUEST FOR QUALIFICATIONS**

Project Name: LAKES PARK HURRICANE PLANTING

Quotation No.: Q-060279

Committee Evaluation Date/Time: _____

Company Evaluated: _____

I. EXPERIENCE

Companies submitting this prequalification request shall have demonstrable, professional experience and background in the purchase, planting and care of the requested planting materials. Please tell us about your company and the qualifications of your personnel. Was the narrative describing this provided and are the qualifications acceptable?

_____ PASS _____ FAIL

Are there enough employees available to complete this job in a timely manor and to maintain these plantings for one-year?

_____ PASS _____ FAIL

II. REFERENCES

A. Were a minimum of three references given for jobs of \$25,000.00 or above?

_____ PASS _____ FAIL

B. Have they worked with Lee County before?

_____ PASS _____ FAIL

III. EQUIPMENT

A. Did they list they type of equipment they own?

_____PASS _____FAIL

B. Was the type of equipment that they need to rent and their supplier provided?

_____PASS _____FAIL

IV. SUPPLIERS

Were the planting suppliers listed?

_____PASS _____FAIL

V. WARRANTY

Will a one year warranty be provided?

_____PASS _____FAIL

VI. FINANCIAL QUALIFICATIONS

Were current Certificates of Insurance or letter from insurance company evidencing the Vendor's ability to obtain insurance provided and acceptable?

_____PASS _____FAIL

REFERENCE CHECK FORM

Project Name: LAKES PARK HURRICANE PLANTING Quotation No.: Q-060612

Company Name Being Evaluated: _____

1. Has this company provided planting material and installation similar to that being quoted to Lee County to your firm/entity?

Yes _____ No _____

2. Did they have sufficient help to complete the job in a timely manor?

Yes _____ No _____

3. Did they have the proper equipment owned or rented to complete the job?

Yes _____ No _____

4. During the installation, how was their response time to your requests?

Excellent _____ Satisfactory _____ Poor _____

5. Once the installation was completed, how would you rate the follow-up maintenance and care of the plantings?

Excellent _____ Satisfactory _____ Poor _____

6. If a warranty was provided how did the company comply?

Excellent _____ Satisfactory _____ Poor _____

7. Would you recommend employment of this company?

Yes _____

No _____

If no, please explain: _____

OVERALL COMMENTS: _____

REFERENCE CALLED: _____

NAME: _____

DATE: _____ TIME: _____

CHECKER'S SIGNATURE: _____

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your bid proposal.
Please check off each of the following items as the necessary action is completed:

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

- ___ 11. The mailing envelope has been addressed to:

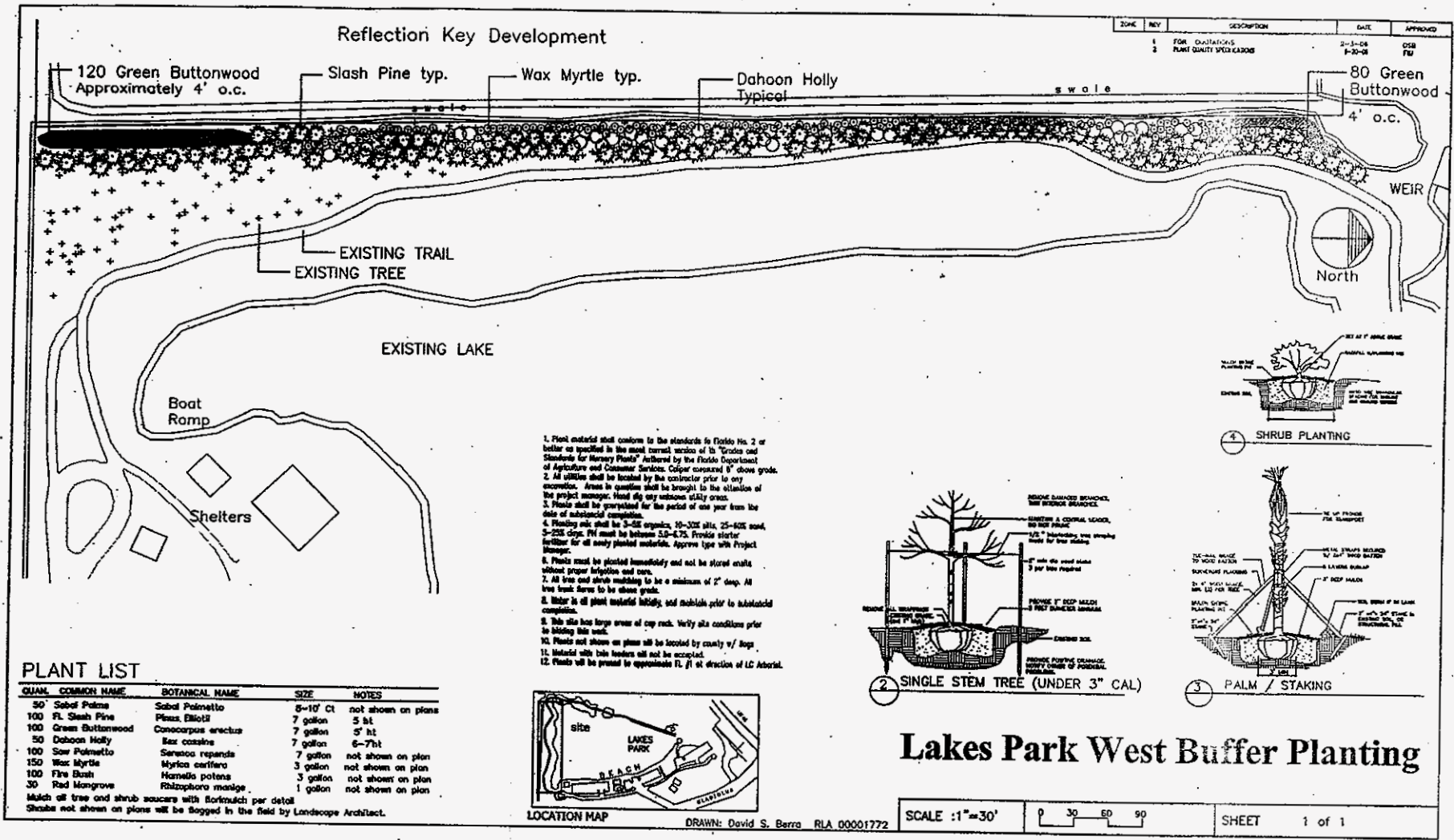
MAILING ADDRESS		PHYSICAL ADDRESS
Lee County Purchasing		Lee County Purchasing
P.O. Box 398	or	1825 Hendry St 3 rd Floor
Ft. Myers, FL 33902-0398		Ft. Myers, FL 33901

- ___ 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:

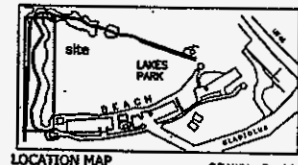
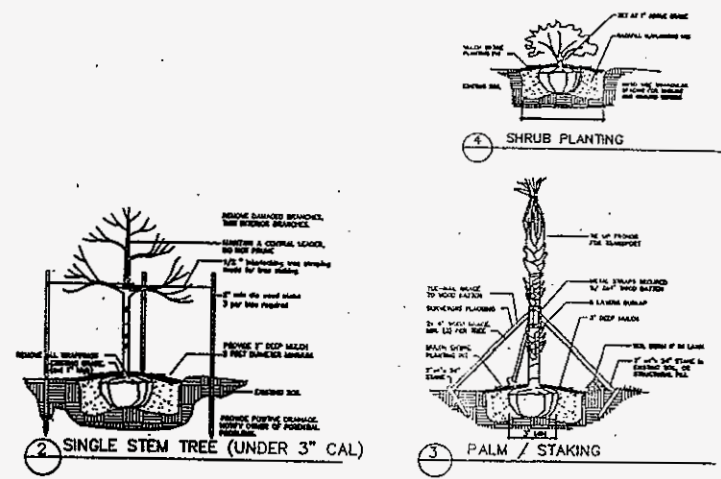


1. Plant material shall conform to the standards in Florida No. 2 or better as specified in the most current version of the "Grades and Standards for Nursery Plants" Authored by the Florida Department of Agriculture and Consumer Services. Cooper contract 8' show grade.
2. All utilities shall be located by the contractor prior to any excavation. Areas in question shall be brought to the attention of the project manager. Hand dig any unknown utility areas.
3. Plants shall be guaranteed for the period of one year from the date of substantial completion.
4. Planting mix shall be 3-5% organic, 10-32% silts, 25-50% sand, 5-25% clay. PH must be between 5.0-6.75. Provide starter fertilizer for all newly planted materials. Approve type with Project Manager.
5. Plants must be planted immediately and not be stored onsite without proper irrigation and care.
6. All trees and shrub planting to be a minimum of 2" deep. All low trunk stems to be above grade.
7. Water in all plant material holding, and establish prior to substantial completion.
8. This site has large areas of top rock. Verify site conditions prior to bidding this work.
9. Plants not shown on plans will be located by county v/ logs.
10. Material with this feature will not be accepted.
11. Plants will be planted in approximate 12 ft of direction of LG Material.
12. Plants will be planted in approximate 12 ft of direction of LG Material.

PLANT LIST

QTY	COMMON NAME	BOTANICAL NAME	SIZE	NOTES
30	Sabal Palmetto	Sabal Palmetto	8-10' Ct	not shown on plans
100	FL. Slash Pine	Pinus Elliotti	7 gallon	5 ft
100	Green Buttonwood	Conocarpus erectus	7 gallon	5' ht
50	Dahoon Holly	Rac. coccinea	7 gallon	6-7ht
100	Saw Palmetto	Serenoa repens	7 gallon	not shown on plan
150	Wax Myrtle	Myrica carterii	3 gallon	not shown on plan
100	Fire Bush	Hamelia patens	3 gallon	not shown on plan
30	Red Mangrove	Rhizophora mangle	1 gallon	not shown on plan

Match all tree and shrub saucers with floristmatch per detail.
Shrubs not shown on plans will be logged in the field by Landscape Architect.



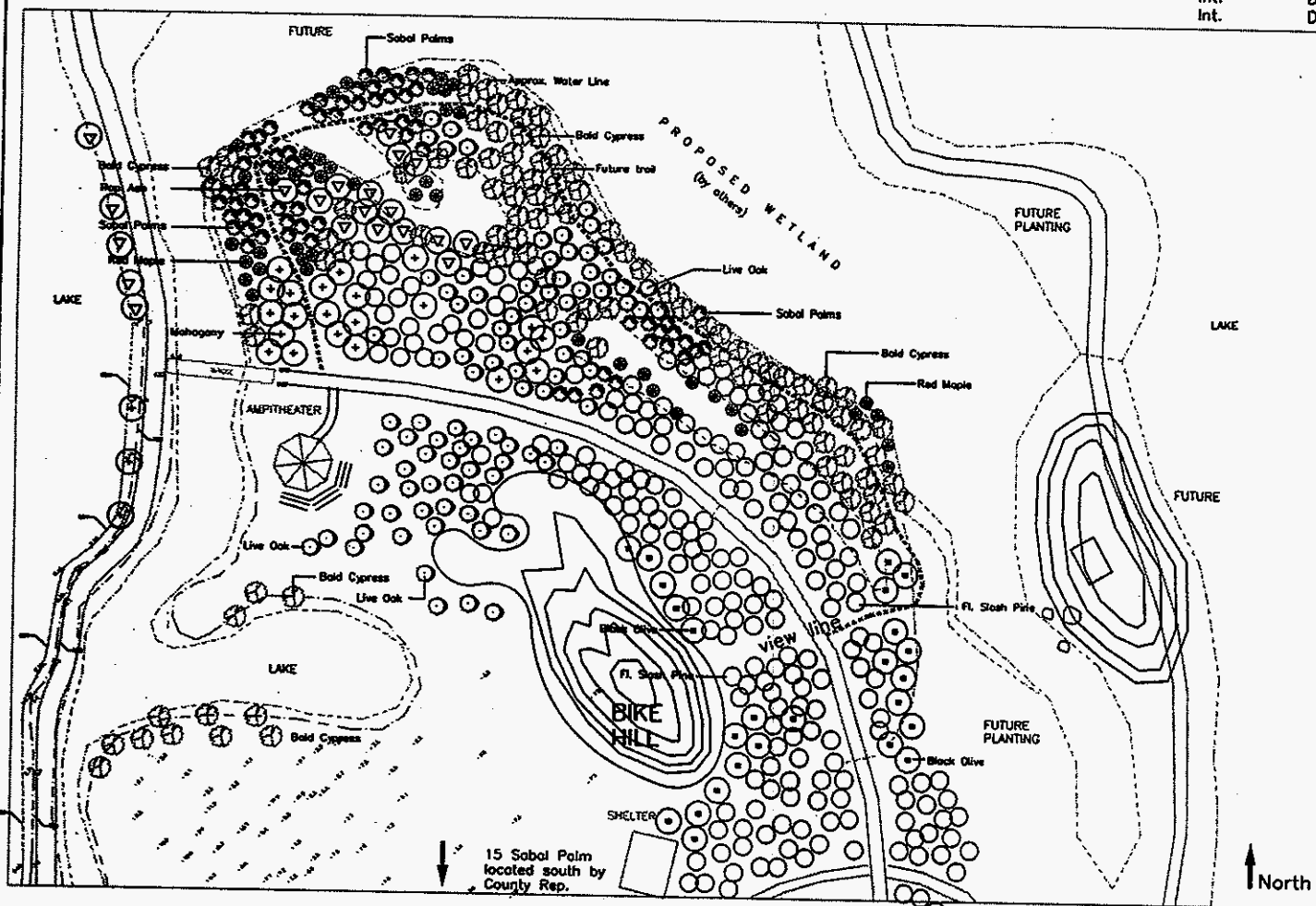
Lakes Park West Buffer Planting

SCALE : 1" = 30' 0 30 60 90 SHEET 1 of 1

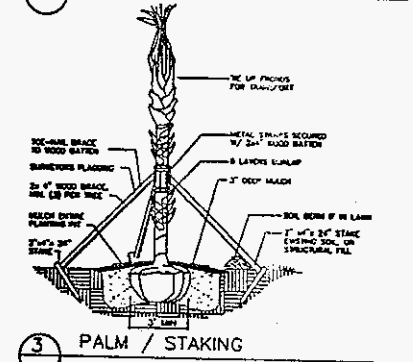
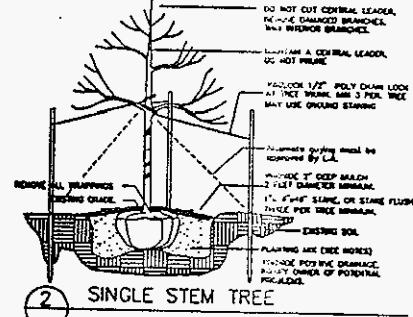
DRAWN: David S. Barra RLA 00001772

Revised: July 7, 2006 FWJ

ZONE	REV	DESCRIPTION	DATE	APPROVED
Int.		Developed for grant application	06-06-05	DSB
Int.		Developed for Bidding	02-15-06	DSB



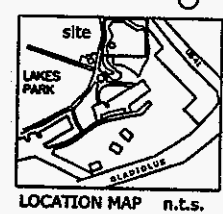
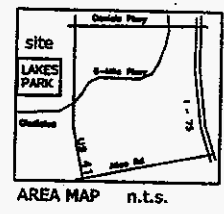
1. Plant material shall conform to the standards to Florida No. 2 or better as specified in the most current version of the "Grades and Standards for Nursery Plants" Authored by the Florida Department of Agriculture and Consumer Services. Caliper measured 6" above grade.
2. All utilities shall be located by the contractor prior to any excavation. Areas in question shall be brought to the attention of the project manager. Hand dig any unknown utility areas.
3. Plants shall be guarantees for the period of one year from the date of substantial completion.
4. Planting mix shall be 3-5% organics, 10-30% silt, 25-60% sand, 5-25% clay. PH must be between 5.0-6.75. Provide starter fertilizer for all newly planted materials. Use 6-6-6 for palms & trees.
6. Plants must be planted immediately and not be stored onsite without proper irrigation and care.
7. All tree and shrub mulching to be a minimum of 2" deep. All tree trunk flares to be above grade.
8. Water in all plant material initially, and maintain prior to substantial completion. Provide quote per watering up to 90 day not to exceed price.
9. All tree locations are approximate. Actual locations will be located in the field by a representative of Lee County.
10. Site may be wet with poor drainage & require additional labor.
11. Material with co-dominant leaders will not be accepted.



PLANT LIST

QUAN.	COMMON NAME	BOTANICAL NAME	MIN. ROOT SIZE	NOTES
95	Sabal Palms	Sabal Palmetto	8-10' Ct	boots removed
100	Live Oak	Quercus virginiana	25 gallon	9' ht, 2.5" cal min
100	Bald Cypress	Taxodium distichum	25 gallon	8' ht min 42" spread
35	Red Maple	Acer rubrum	25 gallon	7' ht, 2.5" cal. min
225	Fl. Slash Pine	Pinus Elliotti	10 gallon	5-6' ht, 24" spread
25	Pop Ash	Fraxinus caroliniana	15 gallon	7' ht, 1.5" cal min
25	Black Olive	Baccharis lucida	25 gallon	2.5" cal, 8-10' ht min.
25	Mahogany	Swietenia mahagoni	25 gallon	7' ht, 2.5" cal. min

Match all tree sources with 5" deep flar/mulch
Provide quote to water for 90 days, per watering and not to exceed



Lakes Park Hurricane Planting

**LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR LAKES PARK HURRICANE PLANTING**

DATE SUBMITTED: 29 August 2006

VENDOR NAME: Michael Gnagey Landscaping Services

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:

SECTION A:

85 Sabal Palms	Cost Each \$ <u>200.00</u>	Total \$ <u>17,000</u> ✓
100 Live Oak	Cost Each \$ <u>200.00</u>	Total \$ <u>20,000</u> ✓
100 Bald Cypress	Cost Each \$ <u>200.00</u>	Total \$ <u>20,000</u> ✓
35 Red Maple	Cost Each \$ <u>300.00</u>	Total \$ <u>10,500</u> ✓
225 Florida Slash Pine	Cost Each \$ <u>70.00</u>	Total \$ <u>15,750</u> ✓
25 Pop Ash	Cost Each \$ <u>60.00</u>	Total \$ <u>1,500</u> ✓
25 Black Olive	Cost Each \$ <u>250.00</u>	Total \$ <u>6,250</u> ✓
25 Mahogany	Cost Each \$ <u>250.00</u>	Total \$ <u>6,250</u> ✓

Total Section A \$ 97,250.00 ✓

SECTION B:

50 Sabal Palms	Cost Each \$ <u>200.00</u>	Total \$ <u>10,000</u> ✓
100 Florida Slash Pine	Cost Each \$ <u>40.00</u>	Total \$ <u>4,000</u> ✓
100 Green Buttonwood	Cost Each \$ <u>60.00</u>	Total \$ <u>6,000</u> ✓
50 Dahoon Holly	Cost Each \$ <u>70.00</u>	Total \$ <u>3,500</u> ✓
100 Saw Palmetto	Cost Each \$ <u>60.00</u>	Total \$ <u>6,000</u> ✓
150 Wax Myrtle	Cost Each \$ <u>15.00</u>	Total \$ <u>2,250</u> ✓
100 Fire Bush	Cost Each \$ <u>15.00</u>	Total \$ <u>1,500</u> ✓
30 Red Mangrove	Cost Each \$ <u>15.00</u>	Total \$ <u>450.00</u> ✓
Total Section B \$		<u>33,700.00</u> ✓

GRAND TOTAL FOR SECTION A AND B \$ 130,950.00 ✓

OPTION A:

Water and maintain plants and shrubs for up to one-year

Cost per month \$ 1,500.00 X 12 = Total \$ 18,000.00 ✓

TO BE STARTED WITHIN 4 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 X

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared non responsive 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.

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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 Michael Gnagey Landscaping Service

BY (Printed): Michael L Gnagey

BY (Signature): Michael L Gnagey

TITLE: Owner

FEDERAL ID # OR S.S. # 267-63-3045

ADDRESS: 6761 Southwell Drive
Ft. Myers, Fl. 33966

PHONE NO.: 239-278-5843

FAX NO.: 239-542-8399

CELLULAR PHONE/PAGER NO.: 239-410-6140

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 0305494

E-MAIL ADDRESS: MLAG70 EarthLink.net

III. Equipment

A. Equipment owned between myself and Partner Matt Fisher with AKK Picked up. Includes -

1. Foster HD 1414 12 yard Dump Trailer
2. 753 Bobcat w/ Attachments
3. Mack Midliner Diesel Dump
4. 1999 Chevy 1 Ton Dump
5. 783 Bobcat w/ Attachments
6. 1985 Ford 1 Ton Dump w/ water tank
7. 2000 Ford F-150 4x4 300 gal.

Equipment rented if needed will be through Sunbelt Rentals.

12770 Metro Parkway
Fort Myers, FL. 33912

Ph.# 239-768-3636

28 August 2006

Michael J. Mrazny

III Supplier

Royalcrest Nursery

A. Please note that 90% of trees and plants requested are Florida #1 and the remaining 10% is Florida #2.

B. Please Note Section B will be completed first due to a small delay on the 35 Red Maple which will be in 45 Gallon Containers to meet caliber required by Lee County. Upon completion of Section B it will be invoiced once approved and signed off by Lee County officials.

28 August 2006
Mital L. Meegry

11. References

Yes I've worked for Lee County before, for Lee County Parks & Recreation.

contact person Bruce Sparks
ph # 707-2254

28 August 2006

Michael J. Mrazek

11. References

1. Rick & Nancy Redenious
5218 Williams Drive
Ft. Myers Beach, FL. 33931
Phone Number - 850-3189
Contact Person - Nancy Redenious
850-3189

called 9/1/06
2:03 pm

2. Mike Norman
4624 S.W. 22nd Avenue
Cape Coral, FL. 33904
Phone Number - 995-5355
Contact Person - Mike Norman
995-5355

3. Phil & Ginger Gustason
6013 Perthshire Lane
Ft. Myers, FL. 33908
Phone Number - 878-3286
Contact Person - Phil Gustason
878-3286

1. Experience

A. As a native Floridian I've been planting and trimming trees for the past twenty years.

This has been my occupation since 1987.

B. Will have six employees available for this job.

Workmans Compensation will be provided upon award of quote.

28 August 2006

Michael L. Prozey



Bankers Insurance Company
 St. Petersburg, Florida 33701
 800-627-0000

BCOM99.001 0705 1005
 4627267
 1/31/06

5000 00000 VECT GL NEW BUSINESS
 Vector

DECLARATIONS PAGE

Policy Number
 09 0005323235 1 00

Page 1 of 2

1/31/06

Policy Period	Term	Inception Date	Agent	Agent's Phone
From: 1/05/06 To: 1/05/07 12:01 Standard Time	12 mos	1/05/06 12:01 AM	09-0086729	(239) 433-4535

Agent (239) 433-4535
 OSWALD TRIPPE AND CO INC
 PO BOX 60139
 FORT MYERS FL 33906

MIKE GNAGEY
 6761 SOUTHWELL DR
 FORT MYERS FL 33912-1568

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Limits of Insurance	
General Aggregate Limit (Other Than Product Completed Operations)	\$600,000
Products/Completed Operations Limit	\$300,000
Personal Advertising Injury Limit	\$300,000
Each Occurrence Limit	\$300,000
Fire Damage Limit (Any One Fire)	\$50,000
Medical Payments Limit (Any One Person)	\$5,000
Property Damage Liability Deductible Per Claim	\$250

Description of Business

Form of Business:

- Individual Joint Venture Partnership Organization (Other than Partnership or Joint Venture)

Business Description:

LANDSCAPE GARDEN WITH MINIMAL TREE TRIMMING NO TREE REMOVAL

THIS POLICY CONTAINS A DESIGNATED WORK ENDORSEMENT. DAMAGES RESULTING FROM WORK OR OPERATIONS WHICH ARE NOT SPECIFIC AND CUSTOMARY TO THE CLASSIFICATION SHOWN OR OTHERWISE LISTED IN THE ENDORSEMENT AS EXCLUDED ARE NOT COVERED ON THIS POLICY.

Forms and Endorsements:

CG 21 46 1093 1093	BGL 99.335 0704	BGL 04.333 0798	BGL99.100B 1296
CG 03 00 0196 0196	CG 21 47 1093 1093	BGL 99.300 0597	BGL 09.331 0105
CG 21 67 0402 0703	CG 02 20 0792 0792	CG 00 01 0196 0196	BGL 99.301 1195
BGL 99.306 1095	IL 00 21 1185 1185	BGL 99.304 0597	BGL 09.00B 1296
CL 175 0286 0286	BGL 09.00A 1296	BXXX99.207 0202	IL 09 85 0103 0403
CG 21 70 1102 0403	CG 21 96 0305 0505	CG 00 67 0305 0505	BXXX99.206 0305

Deborah S Brcka

1/05/06

Countersigned by Authorized Representative

Date

Copies Sent To: As Indicated On The Back

0086729090005323235060310000A

Insured



Bankers Insurance Company
St. Petersburg, Florida 33701

BCOM99.001 0705 1005
4627267
1/31/06

5000 00000 VECT GL NEW BUSINESS
Vector

DECLARATIONS PAGE

Policy Number
09 0005323235 1 00

Page 2 of 2

1/31/06

Location of Premises
6761 SOUTHWELL DR , FORT MYERS , FL , 33912-1568

Classification

Code #	Description
97047	- LANDSCAPE MAINTENANCE AND GARDENING - BASIC LANDSCAPE/LAWN CARE SERVICE-MOWING, MULCHING, PLANTING, OVER-THE-COUNTER FERTILIZER/WEED CONTROL-NO PESTICIDES, TREE TRIM/REMOVAL, FOUNTAIN, POND OR CEMENT WORK.

Premium		Rate		Advance Premium	
Code #	Premium Base	Pr/Co	All Other	Pr/Co	All Other
97047	1 Full-Time	Incl.	\$355.00	Incl.	\$355.00
	Double Aggregate Factor			1.0200	
	Prior Insurance Surcharge			1.5000	
	Total Advanced Premium				\$543.00
	Terrorism Premium (Certified Acts)				\$.00

IMPORTANT NOTICE TO POLICYHOLDERS - Subcontract Work

If you subcontract work, you must obtain a Certificate of Insurance showing limits that are at least equal to or greater than those on your policy. Operations performed by subcontractors without adequate insurance shall be classified and rated in the same manner as though the work was performed by your own employees.

00&6729090005323235060310000A

Insured

Allen KATAY

Binder for State Farm Automobile Insurance (01780)

Applicant

MICHAEL L GNAGEY
6761 SOUTHWELL DR
FORT MYERS, FL 33912-1568

Agent

LOSAPPIO, MICHELE
9001 DANIELS PARKWAY STE
FORT MYERS, FL 33912-8200
(239) 334-6050

Lic. ID Num.
A158733

Vehicle

Year: 2000
Make: FORD
Model: F150
Bodystyle: "XLT" 4WD STYLE
VIN: 1FTRF18W0YNA44194
Customized: No

Lienholder

SUNTRUST BANK - LIENS
PO BOX 792427
SAN ANTONIO, TX 78279-2427

The premium shown below must be in compliance with the Company's rules and rates and is subject to revision.

Coverage Applied for:

	Limits	Semi-Annual Premium
BODILY INJURY AND PROPERTY DAMAGE LIABILITY	100/300/100 *	\$320.75
MEDICAL PAYMENTS COVERAGE	\$5000	\$22.13
NO FAULT/PERSONAL INJURY PROTECTION	P10	\$86.13
COMPREHENSIVE \$500 DEDUCTIBLE		\$35.81
COLLISION \$500 DEDUCTIBLE		\$138.45
CAR RENTAL/TRAVEL EXPENSES	80%/DAY, \$1000 MAX	\$13.80
EMERGENCY ROAD SERVICE		\$1.80
UNINSURED MOTOR VEHICLE NON-STACKING	25/50 *	\$56.38
	Total	\$675.25
	Total of 6 month premium	\$675.25
	Payment received	SFPP
	Balance due	SFPP

* Denotes thousands

GNAGEY, MICHAEL L

2000 FORD F150 "XLT" 4WD STYLE

Binder Effective Date: January 05, 2006

STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois, hereby binds as of the requested effective date for a period of 30 days from such date, the insurance applied for, subject to all of the terms and conditions of the automobile policy and applicable endorsements in current use by such Company. The issuance by the Company of the Declarations page of the policy applied for voids this binder.

NOTE:

A. IMPORTANT INFORMATION ABOUT PREMIUM SAVINGS FOR NO-FAULT COVERAGE (COVERAGE P - PERSONAL INJURY PROTECTION INSURANCE)

For personal injury protection insurance, the named insured may elect a deductible and to exclude coverage for loss of gross income and loss of earning capacity ("lost wages"). These elections apply to the named insured alone, or to the named insured and all dependent resident relatives. A premium reduction will result from these elections. The named insured is hereby advised not to elect the lost wage exclusion if the named insured or dependent resident relatives are employed, since lost wages will not be payable in the event of an accident.

B. Liability (Bodily Injury and Uninsured Motor Vehicle) - If these coverages are not desired, the appropriate rejection form must be completed, signed by the applicant and submitted with the application.

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

By submission of this application, you agree that: (1) you have read this application, (2) your statements on this application are correct, (3) statements made on any other applications on this date for automobile insurance with this company are correct and are made part of this application, (4) you are the sole owner of the described vehicle except as otherwise stated, and (5) the limits and coverages were selected by you. **IT IS FURTHER UNDERSTOOD AND AGREED THAT NO INSURANCE IS EFFECTIVE UNDER THIS AGREEMENT (A) UNLESS THE BINDER IS COMPLETED DESIGNATING THE COMPANY ACCEPTING THIS APPLICATION OR (B) UNTIL THE DATE THE POLICY OR BINDER IS ISSUED BY THE COMPANY ACCEPTING THIS APPLICATION.**

Consumer reports, including credit and insurance loss history reports, may be ordered in conjunction with this application. We may also obtain and use a credit-based insurance score developed from information contained in these reports. We may use a third party in connection with the development of your insurance score. These reports provide information that assists with determining your eligibility for insurance and the price you are charged.

CIN # 59 -6725-K74

App date and time: 01/05/2006 11:50 AM

BINDERFL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
07/13/06

PRODUCER
W G MEARS & CO A DIVISION OF
DICK JOHNSON & JEFFERSON INC
1429 60TH AV W SUITE #100
BRADENTON FL 34207

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.

INSURED
ALL PICKED-UP INC
610 S E 36 STREET
CAPE CORAL FL 33904

COMPANIES AFFORDING COVERAGE	
COMPANY A	AUTO-OWNERS INSURANCE CO
COMPANY B	FCCI INSURANCE GROUP
COMPANY C	
COMPANY D	

COVERAGES
THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	20610073-05	12/19/05	12/19/06	GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PERSONAL & ADV INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 10,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	43235355-00	12/19/05	12/19/06	COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER	001-WC05A-52690	7/10/06	7/10/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 100,000 EL DISEASE-POLICY LIMIT \$ 500,000 EL DISEASE-EA EMPLOYEE \$ 100,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
FAX# 239-344-5460

CERTIFICATE HOLDER
LEE COUNTY
ATTN KATHY
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 COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
IDA ALVARADO *Ida Alvarado*
IA C