

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: 2011-085

1. Requested Motion(s):

Meeting Date: August 15, 2011

Accept the ranking of firms for Cultural Facilities Landscape Maintenance (RFP-11-02-CR) and authorize Staff to begin contract negotiations with GrandScapes Landscape & Maintenance.

Why the action is necessary:

Town Council approval is required to enter contract negotiations.

What the action accomplishes:

Directs staff to negotiate an annual landscape maintenance contract for Mound House and Newton Park.

2. Agenda:

Consent
 Administrative

3. Requirement/Purpose:

Resolution
 Ordinance
 Other

4. Submitter of Information:

Council
 Town Staff
 Town Attorney

5. Background:

The Town of Fort Myers Beach advertised RFP-11-02-CR for landscape maintenance of the Mound House and Newton Park properties Seven (7) vendors obtained the package of project documents, four (4) vendors attended the pre-proposal meeting on Thursday July 7th, and two (2) vendors submitted proposals by the deadline at 2:00pm Monday July 25th. A Selection Advisory Committee was not scheduled to meet as one of the two proposals received is cost prohibitive. The proposal by GrandScapes Landscape & Maintenance was determined to be responsive and responsible and is recommended as the top ranked firm.

The following exhibits are attached for your reference:

1. Affidavit of Publication for Bid Advertisement dated June 28, 2011.
2. RFP-11-02-CR, including specifications, addendum #1, Plan-holders List and Pre-Bid sign in.
3. Proposal from Greenscapes Landscape and Maintenance
4. Proposal from Native Outdoor Services

All services outlined in the Cultural Facilities Landscape Maintenance are reimbursable to the Town through the Town's beach and shoreline maintenance grant with the Tourist Development Council. If Town Council authorizes negotiation of a contract and the resulting contract is greater than \$25,000, Staff will bring forward the contract for Council approval.

6. Alternative Action:

Reject all proposals.

7. Management Recommendations:

Approve the ranking of Grandscapes as the top ranked firm.

Town Manager	Town Attorney	Finance Director	Public Works Director	Community Development Director	Cultural Resources Director	Town Clerk
						

9. Council Action:

Approved Denied Deferred Other

NEWS-PRESS

Published every morning - Daily and Sunday

Fort Myers, Florida

Affidavit of Publication

STATE OF FLORIDA
COUNTY OF LEE

Before the undersigned authority, personally appeared **Mary McGreen**

who on oath says that he/she is the

Legal Assistant of the News-Press, a daily newspaper, published at Fort Myers, in Lee County, Florida; that the attached copy of advertisement, being a

REQUEST FOR BIDS

In the matter of:

#RFP-11-02-CR

In the court was published in said newspaper in the issues of

June 28, 2011

Affiant further says that the said News-Press is a paper of general circulation daily in Lee, Charlotte, Collier, Glades and Hendry Counties and published at Fort Myers, in said Lee County, Florida and that said newspaper has heretofore been continuously published in said Lee County; Florida, each day, and has been entered as a second class mail matter at the post office in Fort Myers in said Lee County, Florida, for a period of one year next preceding the first publication of the attached copy of the advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Mary McGreen

Sworn to and subscribed before me this 28th day of June, 2011.

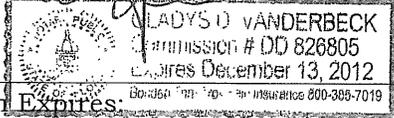
by **Mary McGreen**

personally known to me or who has produced

as identification, and who did or did not take an oath.

Notary Public

Gladys D. Vanderbeck



Print Name

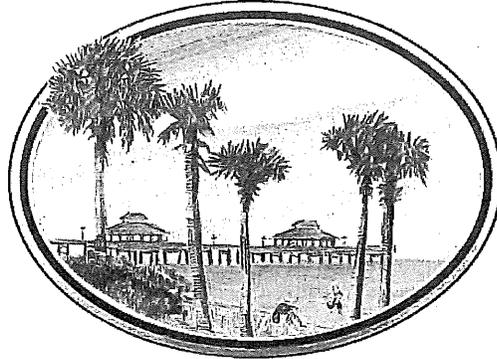
My commission Expires

TOWN OF FORT MYERS BEACH ADVERTISEMENT - REQUEST FOR PROPOSALS #RFP-11-02-CR
The Town of Fort Myers Beach invites proposal submissions from Landscape Maintenance Contractors for the Town of Fort Myers Beach Cultural Facilities Landscape Maintenance #RFP-11-02-CR. The Town Hall is located at 2523 Estero Boulevard, Fort Myers Beach, Florida 33931. Sealed proposals must be received in Town Hall, attention Contracts Manager, no later than 2:00 p.m. Monday, July 25, 2011 local time. Any proposal received by the Town later than the above time will be returned unopened. Project scope includes but is not limited to landscape maintenance of the Mound House historical site and Newton Park. This project requires the Provider(s) selected to be qualified to do business in the State of Florida at the time of submittal and during the entire course of services rendered. The Local Vendor/Contractor preference will not apply to this procurement. Interested parties must obtain the package of project documents for Cultural Facilities Landscape Maintenance, RFP 11-02-CR. The package may be obtained from Town

Hall, located at: TOWN OF FORT MYERS BEACH, 2523 Estero Blvd, Fort Myers Beach, Florida 33931, (239) 765-0202, Extension 116. Respondents are solely responsible for checking the Town web site for the issuance of any addenda prior to submitting a proposal, and for providing the Town with a current email address and facsimile number for this purpose. If the package is not obtained directly from the Town of Fort Myers Beach, or is modified in any manner, the Proposal will not be accepted for consideration by the Town. A pre-proposal conference will be held at Seven Seas at Newton Park, 4650 Estero Boulevard, Fort Myers Beach, Florida 33931 at 10:00 a.m. Thursday, July 7, 2011. Attendance at this conference is optional. No later than 2:00 p.m. Monday, July 25, 2011 local time, Respondents shall submit one (1) original proposal and four (4) identical copies of the accompanying information with an electronic copy of the same as a PDF on CD/DVD in a sealed envelope which is clearly and visibly marked on the outside, "Cultural Facilities Landscape Maintenance, RFP 11-02-CR". Respondent's complete name and address shall also appear on the exterior of the proposal package. The Town of Fort Myers Beach reserves the right, in its sole judgment in the best interest of the Town, to waive any informalities in any proposals; to make award(s) including multiple awards; to waive any non-substantive, in Town's sole judgment, irregularity or technicality in proposals received, and/or to reject any or all proposals. The Town's selection committee meeting dates will be posted at Town Hall and/or listed on the Town website or please contact the Town at (239) 765-0202 for such information. TOWN OF FORT MYERS BEACH Michelle Mayher, Town Clerk June 28 No. 1432601

JUL - 5 2011

THE TOWN OF FORT MYERS BEACH



REQUEST FOR PROPOSALS TO PROVIDE

CULTURAL FACILITIES LANDSCAPE MAINTENANCE

FOR THE TOWN OF FORT MYERS BEACH

RFP-11-02-CR

Prepared by:

Town of Fort Myers Beach
2523 Estero Blvd.
Fort Myers Beach, FL 33931

RFP SET # _____

ADVERTISEMENT - REQUEST FOR PROPOSALS #RFP-11-02-CR.....3

CULTURAL FACILITIES LANDSCAPE MAINTENANCE RFP-11-02-CR4

PROPOSAL SPECIFICATIONS7

1. INTRODUCTION7

2. MINIMUM QUALIFICATIONS7

3. OVERVIEW7

4. GROUNDS MAINTENANCE TASKS FOR BIDDING.....7

5. GENERAL INFORMATION.....11

6. FORM OF PROPOSAL11

7. ADDITIONAL INSTRUCTIONS12

8. EVALUATION CRITERIA13

PROPOSAL SUBMITTAL CHECKLIST.....14

PUBLIC ENTITY CRIME AFFIDAVIT15

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS17

CONTRACTORS QUALIFICATIONS QUESTIONNAIRE18

SERVICE PROVIDER AGREEMENT23

ATTACHMENT A- MOUND HOUSE PROPERTY.....20

ATTACHMENT B –NEWTON PARK.....21

ATTACHMENT C –SPECIES LISTING.....22

**TOWN OF FORT MYERS BEACH
ADVERTISEMENT - REQUEST FOR PROPOSALS #RFP-11-02-CR**

The Town of Fort Myers Beach invites proposal submissions from Landscape Maintenance Contractors for the Town of Fort Myers Beach Cultural Facilities Landscape Maintenance #RFP-11-02-CR. The Town Hall is located at 2523 Estero Boulevard, Fort Myers Beach, Florida 33931. Sealed proposals must be received in Town Hall, attention Contracts Manager, no later than **2:00 p.m. Monday, July 25, 2011** local time. Any proposal received by the Town later than the above time will be returned unopened.

Project scope includes but is not limited to landscape maintenance of the Mound House historical site and Newton Park. This project requires the Provider(s) selected to be qualified to do business in the State of Florida at the time of submittal and during the entire course of services rendered. The Local Vendor/Contractor preference will not apply to this procurement.

Interested parties must obtain the package of project documents for Cultural Facilities Landscape Maintenance, RFP 11-02-CR. The package may be obtained from Town Hall, located at: TOWN OF FORT MYERS BEACH, 2523 Estero Blvd, Fort Myers Beach, Florida 33931, (239) 765-0202, Extension 116.

Respondents are solely responsible for checking the Town web site for the issuance of any addenda prior to submitting a proposal, and for providing the Town with a current email address and facsimile number for this purpose. If the package is not obtained directly from the Town of Fort Myers Beach, or is modified in any manner, the Proposal will not be accepted for consideration by the Town.

A pre-proposal conference will be held at Seven Seas at Newton Park, 4650 Estero Boulevard, Fort Myers Beach, Florida 33931 at **10:00 a.m. Thursday, July 7, 2011.** Attendance at this conference is optional.

No later than **2:00 p.m. Monday, July 25, 2011** local time, Respondents shall submit one (1) original proposal and four (4) identical copies of the accompanying information with an electronic copy of the same as a PDF on CD/DVD in a sealed envelope which is clearly and visibly marked on the outside, "Cultural Facilities Landscape Maintenance, RFP 11-02-CR". Respondent's complete name and address shall also appear on the exterior of the proposal package.

The Town of Fort Myers Beach reserves the right, in its sole judgment in the best interest of the Town, to waive any informalities in any proposals; to make award(s) including multiple awards; to waive any non-substantive, in Town's sole judgment, irregularity or technicality in proposals received, and/or to reject any or all proposals.

The Town's selection committee meeting dates will be posted at Town Hall and/or listed on the Town website or please contact the Town at (239) 765-0202 for such information.

TOWN OF FORT MYERS BEACH

Legal Ad:

Michelle Mayher, Town Clerk

RUN DATE: _____, 20____

Please return affidavit of Publication to the Town Clerk.

Received at the News Press by _____

DATE: _____

TIME: _____

CULTURAL FACILITIES LANDSCAPE MAINTENANCE, RFP 11-02-CR

Notice is hereby given that the Town of Fort Myers Beach, hereinafter known as the Town, invites proposal submissions from qualified landscape maintenance firms for Landscape Maintenance services at the Town of Fort Myers Beach owned cultural facilities. The Town Hall is located at 2523 Estero Boulevard, Fort Myers Beach, Florida 33931. Sealed proposals must be received in Town Hall, attention Contracts Manager, no later than **2:00 p.m. Monday, July 25, 2011** local time. Any proposal received by the Town later than the above time will be returned unopened.

This project requires the Provider(s) selected to be qualified to do business in the State of Florida at the time of submittal and during the entire course of services rendered. The Local Vendor/Contractor preference will not apply to this procurement.

The scope the project includes landscape maintenance of the Mound House historical site and Newton Park.

Interested parties must obtain the package of project documents for Cultural Facilities Landscape Maintenance, RFP 11-02-CR. The package may be obtained from Town Hall, located at: TOWN OF FORT MYERS BEACH, 2523 Estero Blvd, Fort Myers Beach, Florida 33931, (239) 765-0202, Extension 116.

Respondents are solely responsible for checking the Town web site for the issuance of any addenda prior to submitting a proposal, and for providing the Town with a current email address and facsimile number for this purpose. If the package is not obtained directly from the Town of Fort Myers Beach, or is modified in any manner, the Proposal will not be accepted for consideration by the Town.

A **pre-proposal conference** will be held at Seven Seas at Newton Park, 4650 Estero Boulevard, Fort Myers Beach, Florida 33931 at **10:00 a.m. Thursday, July 7, 2011**. Attendance at the conference is **optional**.

A. PROPOSAL SUBMITTAL:

Submit one (1) original and four (4) identical copies of the complete proposal, and an electronic copy of the same as a PDF on CD/DVD. Proposals must be submitted by mail or in person to Town of Fort Myers Beach, Town Hall, on the second floor, 2523 Estero Boulevard, Fort Myers Beach, FL 33931, not later than **2:00 p.m. Monday, July 25, 2011**.

All Proposals shall be in a sealed envelope clearly marked – “Cultural Facilities Landscape Maintenance, RFP 11-02-CR”. For proper identification, the Respondent’s complete name and address shall also appear on the exterior of the proposal package.

Proposals submitted after the specified time and date will not be considered and will be returned unopened to Respondent. Proposals received by telephone, telegraph, facsimile and/or e-mail will not be accepted.

Proposals will be opened at **2:00 p.m. Monday, July 25, 2011** at Town Hall. The Town’s short-list and final selection meeting dates will be posted at Town Hall and/or listed on the Town website at www.fortmyersbeachfl.gov or contact the Town (239) 765-0202 ext. 116.

It is the Respondent's responsibility to insure the proposal is mailed or delivered by the due date. The Town will not be held responsible for proposals delayed by the U.S. Mail or any other courier. The Town shall not be held liable for any expenses incurred by the Respondent in preparing and submitting the proposal and/or attendance at any interviews, contract negotiations or applicable site visits.

B. RECEIPT OF PROPOSALS:

The Town will accept one proposal for Landscape Maintenance at the Mound House and Newton properties.

In the event a team of firms is entering into a joint venture to respond to the RFP, one firm shall be named the prime contractor and the proposal shall be submitted in the name of the prime contractor. All correspondence concerning the RFP will be between the Town and prime contractor.

C. SUBCONTRACTING:

Should the Respondent intend to subcontract all or any part of the work specified, name(s) and address(es) of subcontractor(s) must be provided in proposal response. The Respondent shall be responsible for subcontractor(s) full compliance with the requirements of the RFP specifications. If awarded the contract, payments will only be made to prime Respondents submitting the proposal. The Town will not be responsible for payments to subcontractors.

D. QUESTIONS ABOUT THE RFP:

Any questions or communications concerning conditions and specifications shall be submitted in writing to the Town representative no later than **4:00 p.m. Thursday, July 14, 2011** by fax or e-mail. Communications shall be addressed to Contracts Manager, Fax (239) 765-0909; e-mail peter@fortmyersbeachfl.gov. Replies will be issued to all Respondents of record via email as addenda that will become part of the contract documents.

E. ADDENDA:

The Respondent shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The Respondent should include an initialed copy of each addendum in the proposal package

F. PUBLIC INFORMATION:

All information and materials submitted will become the property of the Town and shall be subject to the provisions of the public records laws in effect at this time. If awarded the contract, the proposal submission, in its entirety, will be included as part of the contract documents and filed, as public record, with the Clerk of the Town.

G. CONTRACT:

Each proposal is received with the understanding that an acceptance in writing by the Town of the offer to furnish any or all of the services and materials described shall constitute a contract between the Respondent and the Town. This contract shall bind the Respondent to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal. It is agreed that the Respondent will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the Town and any sureties.

H. AWARDS:

As the best interest of the Town may require, the right is reserved to accept or reject any and all proposals or to waive any irregularity in proposals received; and to accept or reject any item or group of items unless qualified by Respondent.

I. QUALIFICATION PROCEDURES:

All applicants must be qualified to do business in the State of Florida and must have an address (not a post office box) in the State of Florida.

J. INDEMNITY:

The successful Respondent agrees, by entering into this contract, to defend, indemnify and hold the Town harmless from any and all causes of action or claims of damages arising out or under this contract, including but not limited to attorney fees and costs incurred by the Town as a result of Respondent's response.

K. EQUAL OPPORTUNITY STATEMENT:

The Town of Fort Myers Beach, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, et seq. hereby notifies all firms and individuals that it will require affirmative efforts be made to ensure equal participation in all contracts. No firm or individual shall be discriminated against on the grounds of race, color, gender, national origin, religious affiliation, sexual orientation, age or disability in consideration for qualification or selection.

L. TAXES:

All Town business license, personal property, real estate and other applicable tax requirements shall be met by Provider.

M. DRUG-FREE WORKPLACE:

The policy of the Town requires all Providers maintain a drug free workplace policy. Consequently, any vendor providing goods or services to the Town must comply with all applicable Federal and State Drug Free Workplace Acts.

N. FEDERAL, STATE, LOCAL LAWS:

All Providers will comply with all Federal, State and Local laws, ordinances, rules and regulations relative to conducting business in The Town and performing the prescribed service. Ignorance on the part of the Provider shall not, in any way, relieve the Provider from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

O. INSURANCE:

All Providers shall submit proof of insurance as set forth below. Certificates of insurance written by a company or companies acceptable to the Town shall be submitted to the Town no later than ten (10) days after award of the contract. Failure to do so will disqualify the Provider automatically. The award of a contract is conditioned upon such submittal to the Town's satisfaction. Certificates of insurance shall list the Town as the certificate holder and as an additional insured. Insurance shall be maintained during the entire term of the contract, shall include Contractual Liability and Products and Completed Operations Coverage, and shall be of the following forms and limits:

- a) Workers Compensation Coverage (a) _____ to cover all employees for Statutory Limits in compliance with the applicable State and Federal laws; (b) ___ Provider states it is exempt from providing Workers Compensation coverage under the State of Florida rules; (CHECK ONE)
- b) Employers Liability with a minimum limit per accident in accordance with statutory requirements;
- c) Commercial General Liability Insurance with minimum limits of \$100,000 per occurrence and \$300,000 aggregate for Bodily Injury Liability and a minimum limit of \$100,000 for Property Damage Liability, or a minimum combined single limit of \$100,000.
- d) The Provider shall secure and maintain Automobile Liability Insurance and provide the Town with proof of insurance, but shall not be required to extend the coverage to the Town.

The establishment of minimum limits of insurance by Town does not reduce or limit the liability or responsibilities of Provider.

Renewal shall be sent to the Town at least 30 days prior to any expiration date. Provider shall ensure that its insurer provides a 30 day notification to the Town in the event of cancellation, renewal, or modification of any required insurance coverage requirements that the Provider is required to meet. The Provider shall provide the Town with certificates of insurance meeting the required insurance provisions.

P. TIME OF CONTRACT:

The Town anticipates awarding a Professional Service Agreement for a term of one (1) year with an option for three (3) additional terms of one (1) year each, for a possible total of four (4) years. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract term, including the renewal, unless mutually agreed upon by both parties. The resulting Agreement may be terminated by the Town without cause and/or at its convenience, or due to the fault of the Provider, by the Town giving thirty (30) days' written notice to the Provider.

Q. TIME FOR CONSIDERATION:

Due to the evaluation process, proposals must remain in effect for at least 90 days after date of opening.

PROPOSAL SPECIFICATIONS

1. INTRODUCTION

The Town is seeking qualified landscape maintenance contractors to provide landscape maintenance of the Mound House historical site and Newton Park

2. MINIMUM QUALIFICATIONS

Respondent must demonstrate:

- Qualified to conduct business in the State of Florida
- Minimum of 5 years in business of landscape maintenance in south Florida
- Experience in maintaining a variety of landscapes including both horticultural and diverse native/habitat plantings (forest, wetlands, meadow, etc.)
- All personnel who apply herbicides, fungicides, or pesticides shall be licensed applicators as required by applicable regulatory agencies including Lee County and the State of Florida
- Personnel responsible for tree trimming shall be a certified arborist or a certified arborist shall be retained to oversee such trimming
- Minimum of 2 years in successful installation and maintenance of irrigation systems

As part of the RFP response, please provide a minimum of three current references and supporting documentation sufficient to verify the required experience.

3. OVERVIEW

The Mound House is a 2.78 acre cultural site which consists of the Mound House museum, an underground archaeological exhibit, and landscaping installed to create a historically appropriate setting for the house, as well as provide educational content related to local natural habitats, historic agriculture, and an interpretive “plants and people” trail (Attachment A). Habitats include Mangrove Fringe, Coastal Strand, Coastal Hammock, and Meadow. Part of the site also includes ornamental plantings of scientific interest as part of the “plants and people” trail. Public programs are provided year round at the site, with lawn areas serving as outdoor classrooms. The goal of landscape maintenance is to provide a skilled gardening approach resulting in a very natural-looking yet attractive appearance for the indigenous habitat areas on site; a neat but informal “working landscape” appearance for the historic agricultural plantings; and a well cared for horticultural garden look for the ornamental/scientific plantings and lawn (Attachment A).

Newton Park is an approximately 0.8 acre park owned by the Town of Fort Myers Beach (Attachment B). The site consists of the former Newton’s residence, Seven Seas, used for meetings and educational events. There are two bocce ball courts and a gazebo with picnic tables overlooking the Gulf of Mexico. Landscaping on the site consists of native trees, shrubbery and a dense ground cover of coastal strand vegetation indigenous to Estero Island. The goal of landscape maintenance will be to take a skilled gardening approach to provide a lush, natural look to the native planting areas, while providing traditional landscape maintenance services to the rest of the site (Attachment B).

The goal of the maintenance projects at both sites is to enhance each location’s ability to provide a top quality visitor experience year round while responding to the demands of the winter tourist season. As such, utmost consideration will be taken to ensure a thriving and fully developed landscaping at both locations. Continuing review and adjustment of maintenance, in coordination with Town staff, will be essential.

4. GROUNDS MAINTENANCE TASKS FOR BIDDING

I. TURF GRASS AREAS:

- a. All line trimming and mowing will be done once a week during the months of April through October and every third week during the months of November through March.
- b. Cutting shall be a minimum of 3” for Bahia grass.

- c. The Mound House event area is sodded with St. Augustine grass and will be maintained at a 3" minimum.
- d. Mowing shall be performed with an out front or mid mount mulching mower with the deck not exceeding 52" to prevent scalping. Heavy clumps of wet grass shall be mowed as many times as necessary to avoid excess buildup.
- e. Obstacles such as trees, buildings, light and fence posts, etc. Will be trimmed with line trimmers at a consistent mowing height.
- f. Prior to each mowing, debris shall be picked up and removed.
- g. Sidewalks, walking paths, tree rings, planter beds, buildings, roads, and other areas bordered by grass, shall be stick edged (utilizing a metal blade) every time the grass is mowed according to the schedule.
- h. All trees, posts and other obstacles where a mower or line trimmer would damage the base and/or potentially transfer disease shall be ringed and mulched. Mulch will be billed as a separate item.

II. WOODY ORNAMENTALS

- a. Pruning: Shrubs and woody ground covers will be consistently pruned based on sound horticultural practices with an emphasis on maintaining the natural form of each variety. Pruning shall not be performed in any way that creates sheared or shaped hedge or topiary effects such as flat tops, straight sides, or plants shaped into geometric forms. Pruning activities will be scheduled when needed as each plant variety has its own pruning requirements and may not require pruning each month. Ground covers shall be maintained so as not to overhang into pedestrian walkways more than 3".

In Mound House habitat plantings and Newton Park natural areas pruning shall be kept to a minimum and shall be performed only for the following reasons: removal of dead, dying, diseased, unhealthy or damaged material; removal of material that may pose hazards to pedestrians or vehicles, including material that blocks portions of walking paths or that blocks sight lines deemed necessary to keep open; structural pruning or thinning as needed for the horticultural health and viability of the plant; and selective removal of excessively irregular or unsightly growth.

Shrub and ground cover pruning in ornamental, non-native plantings shall be performed for the same purposes as noted above for natural areas. In addition, aesthetic pruning shall be performed, e.g., light annual thinning to encourage blooming and/or reduce density for aesthetic effect, or gradual rejuvenation of older plants by annual cutting back of a few of the oldest stems. The natural form of each species shall be maintained. No shearing or same-height heading shall be performed. Pruning shall be appropriately timed according to each species' blooming cycle.

All woody plantings shall be cleared at least once monthly and pruned as necessary when safety pruning, health-related structural pruning, or removal of dead, dying, diseased, unhealthy, or damaged material is needed.

Shrub trimming does not include trimming of young mangroves. Town to perform.

- b. Weeding Planting beds will be sprayed with a post control herbicide as needed to control annual weeds. Weeds will be hand pulled where necessary to prevent overspray mortality of desired plant species. Ornamental beds and natural areas will be maintained at least 95% or greater free of weeds or other undesirable vegetation.
- c. Fertilization of specimen shrubs will be done quarterly for non native ornamentals. Fertilizer blend shall be as recommended by the University of Florida or other testing agency approved by the Town and shall comply with Lee County fertilizer ordinance requiring 50% slow release nitrogen will be used. In obtaining the fertilizer recommendation, the testing agency shall be provided a soils sample representative of the soils for each type of planting (e.g., hammock, fruit crops, ornamentals, meadow, lawn, etc.) along with the species list for each area.

III. TREES AND PALMS

- a. Pruning of trees shall be limited to trimming of extraneous stray growth outside the canopy to promote the natural characteristics of the variety; to promote long term health by removing crossing, malformed or excessively closely spaced branching; to remove dead, dying, diseased, or damaged branches; or to provide clearance from buildings, sidewalks, walking paths, or roads for safety purposes. Tree trimming will be conducted annually in late winter other than trimming for dead or broken foliage and branches for safety purposes which shall be evaluated monthly. Trimming and pruning shall follow sound professional horticultural and arboricultural practice and follow recommendations published by the University of Florida (Circular 853 or similar publication, latest edition). Coconut removal will be conducted biannually.
- b. Sucker growths, considered to be all new shoots that appear at the base of tree trunks or on major trunks or limbs below the foliage canopy, shall be removed upon regular inspection. Tree beds will be sprayed with an appropriate herbicide as needed to control annual weeds.
- c. Palms: Live palm fronds shall not be removed except as needed to maintain clearance from roads, paths, buildings, structures or utilities for safety purposes. Dead fronds (those that separate easily from the trunk) shall be removed whenever observed. Palms shall be checked at least once monthly and the above removals performed as needed. Coconut palm flower spikes shall be removed annually except at palms designated by the Town to be allowed to fruit. Coconut fruit removal will be conducted biannually.
- d. Fertilization of trees and palms will be done (3) times per year for non- native trees and palms. A fertilizer blend shall be as recommended by the University of Florida or other testing agency approved by the Town and shall comply with Lee County fertilizer ordinance requiring 50% slow release nitrogen. Applications will be scheduled February, May and October, and all fertilizer applications will be billed as a separate item. In obtaining the fertilizer recommendation, the testing agency shall be provided a soils sample representative of the soils for each type of planting (e.g., hammock, fruit crops, ornamentals, meadow, lawn, etc.) along with the species list for each area.
- e. Tree Trimming does not include trimming of mangroves, or treatment of exotic vegetation within the mangrove fringe. Town to perform.
- f. The large strangler fig adjacent to the garage/office will be maintained by the Town and is not included in this contract.

IV. Grounds Area

All mowed areas and planting beds will be inspected for the removal of horticultural debris and litter upon each scheduled service. Roadways and walkways will be blown off free of organic material.

- a. Washed shell paths and drives will be raked and blown as needed to keep a clean, neat appearance.
- b. Organic debris will be collected as part of this grounds maintenance agreement and will be removed from the property and disposed of.
- c. The contractor will notify the Town of any dead or dying plants that need to be replaced.

V. Meadow Areas – beginning approximately in late September 2011

The goal of the Mound House native meadow areas on site is to provide a natural meadow landscape composed of species native to southwest Florida and adapted to conditions on a coastal shell mound site, with an overall appearance generally matching that indicated in period (ca. 1920s) photographs of the site with are available for inspection at the Mound House office. These areas will be maintained primarily by regular and thorough weed removal to keep non-native and undesirable species in check and maintain the predominance of desired native species. In addition, meadow areas shall be subject to annual or bi-annual mowing either through bush hogging or utilizing hand held equipment at a height

of 14" to 16". Mowing shall be timed so as not to impact flowering and seed set of desired native species. All meadow areas will be maintained free of any species of native or non-native vegetation not specifically provided for in the species list (Attachment C) so that non-desirable vegetation consists of no more than 5% of total vegetation within the meadow areas. Eradication of plant species not provided for in the landscape plan shall be accomplished through repeated spot herbicide application and/or hand removal.

- a. The meadow shall be thoroughly checked and all observed weeds addressed a minimum of twice monthly during the months of March through November and a minimum of once monthly from December through February.
- b. Trimming will be limited to line trimmer pruning of the adjacent pathways and lawn areas.
- c. Meadow areas will be kept free of horticultural debris and litter.
- d. Fertilization of the meadow areas will be done once per year beginning in spring 2012. A fertilizer blend shall be as recommended by the University of Florida or other testing agency approved by the Town and shall comply with the Lee County fertilizer ordinance. Applications will be scheduled in February of each year. All fertilizer applications will be billed as a separate item. In obtaining the fertilizer recommendation, the testing agency shall be provided a soils sample representative of the soils for each type of planting (e.g., hammock, fruit crops, ornamentals, meadow, lawn, etc.) along with the species list for each area.
- e. Selected areas of the meadow may be over-seeded annually with a mix of species from the species list (Attachment C). All mixes shall be subject to Town approval. Over-seeding shall be performed if requested by the Town, and shall be performed at the appropriate season for the species involved, by individuals experienced in the establishment of native meadow plantings. Over-seeding, if requested and approved by the Town, will be billed as a separate item.

VI. Container Garden

- a. The container garden planters will be maintained free of weeds.
- b. The container reservoirs will be refilled as needed to maintain adequate irrigation.
- c. The containers will be fertilized as needed to maintain healthy vegetation at a frequency necessary to support the specific plants in each container.

VII. Perennial/Herbaceous Plants

- a. Weekly inspect and remove dead or damaged foliage or stems and, if applicable, deadheading of blooms (in non-native ornamental plantings) as horticulturally appropriate for each species.
- b. Maintain naturalistic appearance in native/habitat plantings and more neatly tended appearance in ornamental plantings.
- c. Weeding Planting beds will be sprayed with a post control herbicide as needed to control annual weeds. Weeds will be hand pulled where necessary to prevent overspray mortality of desired plant species. Ornamental beds and natural areas will be maintained at least 95% or greater free of weeds or other undesirable vegetation.
- d. Fertilization as necessary. Fertilizer blend shall be as recommended by the University of Florida or other testing agency approved by the Town and shall comply with Lee County fertilizer ordinance requiring 50% slow release nitrogen will be used. Applications will be scheduled to coincide with project fertilizer applications unless otherwise recommended by testing agency. In obtaining the fertilizer recommendation, the testing agency shall be provided a soils sample representative of the soils for each type of planting (e.g., hammock, fruit crops, ornamentals, meadow, lawn, etc.) along with the species list for each area.
- e. Treatment for insects and diseases according to same methods and schedule as specified for shrubs and ground covers.

- Specific treatment if pests / diseases observed [same as for shrubs & trees]

VIII. Pest Control

- a. Turf Pest Control- Apply (6) six applications per year of granular insecticide to treat the bahia and St. Augustine grass at the Mound House for fire ant control.
- b. Preventative spraying with a species appropriate systemic insecticide and fungicide shall be performed quarterly for all non-turf plantings.
- c. In the presence of insects or pathogens, testing is to be conducted to determine the afflicting agent followed by application of insecticide and/or fungicide three times in a ten-day interval.
- d. Due to the environmentally sensitive nature of the site, all pesticide and fungicide applications shall be performed so as to avoid all impacts to surrounding mangroves, waterways, or aquatic life. All pesticide and fungicide applications shall be performed by duly licensed applicators in strict accordance with all federal, state, Lee County, and Town of Fort Myers Beach regulations.

IX. Irrigation Maintenance

- a. Conduct tests of each irrigation zone on a monthly basis. Identify any problems and adjust zone run times to coincide with the season, sun exposure, and adjust spay zones to optimize coverage.
- b. Check moisture levels every month within the various planting areas.
- c. Clean or replace sprinkler nozzles, clean and tighten or replace drip emitters, and make minor adjustments to equipment such as straightening popup heads, or adjusting spray patterns to eliminate overspray or address blockage by vegetation, as necessary.
- d. Line breaks and other significant repairs to be billed separately.

X. Mulching Service

- a. Pine straw shall be replaced as needed to an average depth of three (3) inches within the mulched portions of the Mound House site to maintain coverage and an adequate depth.
- b. Flori-mulch shall be replaced as needed to an average depth of three (3) inches within the mulched portions of Newton Park to maintain coverage and adequate depth.

5. GENERAL INFORMATION

Hours of Access: The Mound House and Newton Park will preferably be open for maintenance activities on Mondays. No mowing or operation of heavy equipment is allowed before 7:00 AM.

It is possible to propose an alternate maintenance schedule, but no mowing or operation of heavy equipment can occur before 7:00 AM or on weekends.

Water is available at Mound House from the quick couplers along the access road and outlets located adjacent to the office and at the well- point adjacent to the parking area. Permanent irrigation is provided in the fruit crop orchard and St. Augustine tent lawn locations.

Newton Park does not have underground irrigation, but does have a zone system that needs to be maintained in operational condition.

6. FORM OF PROPOSAL

Respondent is to provide the following information:

6.1 Technical Knowledge and Competence

For each proposal submitted respondent shall complete and include the attached Contractors Qualification Questionnaire. Include copies of all applicable licenses and certifications.

6.2 Service Orientation and Professionalism

Provide background information about the Respondent organization (e.g., philosophy, ownership, size, facilities, location(s)) with specific reference to how the organization meets the minimum qualifications. Describe the management structure at both the corporate level and at the project level (e.g. number of managers, supervisors, and non-supervisory personnel).

6.3 References

Provide at least three (3) references with contact information, preferably from three current contracts where the maintenance site is publicly accessible. References addressing the maintenance of native habitats and vegetation such as those on the Mound House and Newton Park sites are preferable.

6.4 Price

Respondent shall provide the Town with a proposal for its service fee based on a monthly fee to provide the services to the Town requested under this Request for Proposals. All periodic services such as mulching, tree trimming, and fertilization shall be pro-rated and included in the monthly fee. Price proposal shall clearly define services and service quantities included in the monthly fee, and hourly rates for services not included in the annual service fee.

Costs for additional personnel who may be requested from time to time by the Town, shall be billed separately at the actual cost to the Respondent as pre-approved by the Town. No additional personnel will be added prior to approval by the Town.

Payment will be made by the Town on a monthly basis.

6.5 Subcontracting

If Respondent intends to subcontract any part of the work under this contract, indicate which parts and the subcontractors to be used. For each subcontract, detail the subcontractor's capability, skill, and assigned responsibilities. Describe how the subcontractor work assignments and personnel will be managed.

7. ADDITIONAL INSTRUCTIONS

7.1 Conditions of Work

Each Provider shall inform itself fully of the conditions relating to the project and the employment of labor therein. Failure to do so will not relieve a Provider of the obligation to furnish all materials and labor necessary to carry out the provisions of their agreement.

7.2 Subcontractors

The use of subcontractors and the work they are to perform must receive prior written approval of the Town. Provider shall be solely responsible for all work performed and materials provided by subcontractors. Provider shall be responsible for the liability of subcontractors for the types and limits required of the Provider.

7.3 Criminal Background Investigations

The Provider shall provide the Town with criminal background check information for each employee and any and all subcontractors hired by the Provider to provide services outlined herein.

7.4 Public Information

Respondents are advised that all information submitted in the proposal shall be considered public information upon award of one or more contracts under this RFP.

7.5 Public Entities Crime Form

Respondents shall complete and submit with their proposal the sworn statement required by Section 287.133, Florida Statutes, Public Entity Crimes.

7.6 Affidavit Certification Immigration Laws

Respondents shall complete and submit with their proposal the Affidavit Certification Immigration Laws and include certification and any and all subcontractors hired by the Provider.

7.7. Service Provider Agreement

The Town of Fort Myers Beach standard Service Provider Agreement is attached to this RFP for reference and shall not be filled out or completed. Respondent shall acknowledge receipt of the Service Provider Agreement as part of its RFP submission, and acknowledge the Service Provider Agreement shall be executed by all parties in its current form.

7.8. Commercial Warranty

The Respondent agrees that the products and services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Respondent gives any customer for such.

7.9. Alternatives/Exceptions

In offering its best proposal, Respondent may note exceptions to any of the provisions in this RFP. Respondent is to specify the RFP page number and section number and to detail the exception. Respondent should not incorporate by reference its entire, standard contract document. Respondent may present alternative methods to meet the Town's objectives for this contract. However, Respondent is encouraged to first respond to the objectives detailed in the Services Required herein.

7.10. Presentation

The Town may elect, but is not obligated, to offer to one or more Respondents the opportunity to present their proposal to the Town. Presentations, if any, will be in a form and manner prescribed by the Town.

7.11. Negotiations

Negotiations shall then be conducted with one or more of the Respondents so selected. After negotiations have been conducted with such Respondent(s) so selected, the Town shall select the Respondent(s) which, in its sole judgment and opinion, made the best proposal, and shall award one or more contract(s) to the selected Respondent(s).

7.12. Town Discretion in Award; Costs of Proposal Preparation; Section Headings

The Town shall have the ability to decide not to award any contract under this Request for Proposal, or to award only a portion of the work provided under this Request for Proposal, in its sole discretion. All Respondents shall have sole responsibility for any cost(s) they incur related to this Request for Proposal and the Town shall bear no responsibility therefore. The Section headings are meant for the convenience of the Town only.

8. EVALUATION CRITERIA

Evaluation factors include, but are not limited to; Price, Qualifications and Experience, and Technical Competence. No weight has been assigned to the evaluation criteria.

PROPOSAL SUBMITTAL CHECKLIST

THIS CHECKLIST IS MERELY A GUIDE TO ASSIST THE RESPONDENT IN PREPARING A COMPLETE PROPOSAL SUBMITTAL

IMPORTANT: Please read carefully and follow each item.

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

- 1. The Proposal has been signed.
- 2. Include a signed copy of each addendum, if any.
- 3. Public Entities Crime Form properly completed, signed and notarized.
- 4. Affidavit Certification Immigration Laws properly completed, signed, and notarized.
- 5. Acknowledge receipt of the Service Provider Agreement as part of the proposal submission, and acknowledge the Service Provider Agreement shall be executed by all parties in its current form.
- 6. List of subcontractors, including the name and address of each subcontractor.
- 7. List any technical support service contracts to which the Respondent was a party that have been terminated, and the reason for termination.
- 8. The mailing envelope has been addressed to:
Town of Fort Myers Beach
Town Hall
2523 Estero Boulevard
Fort Myers Beach, Florida 33931
ATTN: Contracts Manager
- 9. The mailing envelope must be sealed and marked "Cultural Facilities Landscape Maintenance, RFP 11-02-CR" with the due date and time noted. All courier delivered proposals must have the RFP title and number on the outside of the courier packet.
- 10. For proper identification, the Respondent's complete name and address must also appear on the exterior of the proposal package.
- 11. Submit one (1) original and four (4) identical copies of the complete proposal, and an electronic copy of the same as PDF on CD/DVD.
- 12. Contractor's Qualification Questionnaire properly completed, signed and notarized
- 13. Proposals must be submitted by mail or in person to the address herein no later than **2:00 p.m. Monday, July 25, 2011.**

PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.233(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

RFP-11-02-CR Cultural Facilities Landscape Maintenance

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known _____

OR Produced Identification _____

Notary Public – State of _____

(Type of Identification)

My Commission expires _____

(Printed typed or stamped)

commissioned name of notary public)

(Rev. 3/20/07)

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

Date: _____, 2011

TOWN OF FORT MYERS BEACH WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

TOWN OF FORT MYERS BEACH SHALL CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A (e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A (e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROVIDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

(Signature) (Title) (Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 2011, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

When? _____

Where? _____

Why? _____

8. Enclose a letter from your bonding company, attesting to your current bonding capacity along with the name, address and telephone number of agent. -N/A

9. Enclose a copy of your company's Certificate of Insurance.

10. Provide the following information, if applicable.

Occupational License(s): _____ Date: _____

Business Tax Receipt: _____ Date: _____

11. Attach a list of personnel, including key field superintendents and employees, anticipated assignments for this project, and their licenses and certifications.

12. List types of work normally performed by your own forces:

13. Submit current credit report with proposal.

14. Submit no less than three financial references:

15. Name of Proposer: _____

Address of Proposer: _____

By: _____

Title: _____

Witness of Attest:

Corporate Seal

Date: _____

Sworn to and subscribed before me this _____ day of _____ 2011.

Notary Public

My Commission Expires

NOTE: IF A JOINT VENTURE, EACH CONTRACTOR MEMBER SHALL COMPLETE AN INDIVIDUAL CONTRACTORS QUALIFICATION QUESTIONNAIRE FORM.

TABLE I – COMPLETED PROJECTS

PROJECT TITLE & LOCATION	YOUR CONTRACT AMOUNT	CONTRACTOR OR SUB	REQUIRED COMPLETION DATE	ACTUAL COMPLETION DATE	NAME, ADDRESS & PHONE #

TABLE II – CURRENT PROJECTS

PROJECT TITLE & LOCATION	YOUR CONTRACT AMOUNT	CONTRACTOR OR SUB	REQUIRED COMPLETION DATE	ACTUAL COMPLETION DATE	NAME, ADDRESS & PHONE #

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is entered into on this ____ day of _____, 2011, by and between the Town of Fort Myers Beach, 2523 Estero Boulevard, Fort Myers Beach, FL 33931, a chartered municipality of the State of Florida (hereafter "Town"), and _____ with an address of _____ (hereafter "Provider"), for the Provider to render the following services to the Town – *insert a brief description of services to be provided here* as further described in Exhibit "A".

1. Scope of Services. Provider shall perform the services and work as set forth in "Scope of Services" which is attached hereto as Exhibit "A" and made a part of this Agreement. Provider warrants and represents that it is qualified, willing and able to provide and perform all such services in accordance with the terms of this Agreement. The parties shall have the ability to change the Scope of Services by mutual written agreement, except that the Town shall have the unilateral right to delete services hereunder for any reason without compensation to Provider other than for services already performed.
2. Term. The term of this Agreement is set forth on Exhibit A.
3. Payment Obligation. The Town shall pay for all requested and authorized services rendered hereunder by the Provider and completed in accordance with this Agreement, as set forth in Exhibit "B," which is attached hereto and made a part of this Agreement. The Provider's invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement. In the event of a dispute as to the Town's payment obligation, the Town shall pay the undisputed amount, if any, within thirty (30) days.
4. Provider's Obligations. The Provider's obligations shall include, but are not limited to, the following:
 - a) Licensure. The Provider shall maintain all licenses and/or certifications required by any governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.
 - b) Provision of Services. The Provider shall perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the Provider. All personnel assigned by Provider hereunder will be qualified to perform such duties. Provider shall designate one (1) person as the point of contact for the Town regarding its duties hereunder. Provider is solely responsible for all taxes incurred by Provider and shall make all deductions required of employers by state, federal and local laws.
 - c) Non-Waiver. Neither review, approval, nor acceptance by Town of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the Provider, shall in any way relieve Provider of responsibility for the adequacy, completeness and accuracy of its services, work and materials.
 - d) Indemnity and Hold Harmless. The Provider shall be liable and agrees to be liable for, and shall indemnify, defend and hold the Town harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees (including but not limited to appellate attorney fees) arising out of the Provider's errors, omissions, willful action(s) and/or negligence. The Provider shall not be liable to, nor be required to indemnify the Town for any portions of damages arising out of any error, omission, and/or negligence of the Town, its employees, agents, or representatives.

- e) Non-Public Information. The Provider agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the Town's prior written consent, or unless incident to the proper performance of Provider's obligations hereunder, or as provided for or required by law, any non-public information concerning the services to be rendered by Provider. Provider shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.
 - f) Statutory Duties. The duties and obligations imposed upon the Provider by this Agreement and the rights and remedies available to the Town hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.
 - g) Disclosure. The Provider warrants it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other compensation contingent upon or resulting from the award or making of this Agreement.
5. Commencement and Completion of Work. The Town shall provide written notice to the Provider that it is authorized to commence work. The Provider thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. Should the Provider fail to commence, provide, perform, and/or complete any of the services and work required hereunder in a timely and diligent manner, the Town may consider such failure as justifiable cause to terminate this Agreement, in addition to any other remedies the Town may have.
6. Insurance. The Provider shall have, and maintain, during the entire period of this Agreement, all such insurance (or self-insurance) as set forth on Exhibit "A". Each Certificate of Insurance shall include the name and type of policy and coverages provided; the amount or limit applicable to each coverage provided; the date of expiration of coverage; the designation of the Town of Fort Myers Beach as additional insured and as certificate holder, except as to Professional Liability Insurance and for Workers' Compensation Insurance. Should any of these policies be cancelled before the expiration date thereof, Provider shall instruct the issuing company to mail thirty (30) days written notice to the Town of such cancellation.
7. Inclusion of Additional Documents. Any request for bids and/or request for proposal and all exhibits or other attachments thereto as issued by the Town are hereby incorporated by reference. In addition, the following Exhibits are attached hereto and hereby incorporated by reference:
8. Termination of Agreement. Either party may terminate this Agreement without cause upon thirty (30) calendar days' prior written notice to the other, in which case the Town shall compensate the Provider for all services performed prior to the effective date of termination and reimbursable expenses then due. In addition, the Town shall have the ability to terminate this Agreement at any time for cause.
9. Assignment, Transfer and Subcontracts. The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from the merger or consolidation of Provider with a third party. The Provider shall have the right, subject to the Town's prior written approval, to employ other persons and/or firms to serve as subcontractors to Provider in connection with its performance of services and work pursuant to this Agreement.
10. Maintenance of Records. The Provider will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to this Agreement. Said records and documentation will be retained by the Provider for a minimum of two (2) years from the date of termination of this Agreement, or for such period as required by law. The Town and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during this Agreement the next succeeding two (2) years.

11. References to Town. All references to “the Town” or “the Town of Fort Myers Beach” shall be deemed to include its employees, agents, and/or authorized representatives.
12. Modification. Except as set forth in Paragraph 1 above, modifications to this Agreement shall only be valid when made in writing and signed by both parties. In the event of any conflict between the requirements, provisions, and/or terms of this Agreement and any subsequent written modification hereto, the most recently executed document shall take precedence.
13. Miscellaneous Provisions.
 - a) Applicable Law. This Agreement shall be governed by the laws, rules and regulations of the State of Florida. The venue for any litigation arising out of this agreement shall be in Lee County, Florida.
 - b) Attorneys Fees: The prevailing party in any litigation arising out of the agreement is entitled to recover reasonable attorney’s fees from the non-prevailing party.
 - c) Non-Discrimination. The Provider covenants that in the furnishing of services hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
 - d) Headings. The headings of the Articles, Sections, Exhibits, and Attachments in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.
 - e) Entire Agreement. This Agreement, including any Exhibits, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.
 - f) Notices. All notices hereunder shall be in writing and shall be sent via U.S. Postal Service, first class mail, to the other party's address as listed at the beginning of this Agreement. Either party may change its address by prior written notice to the other party.

N WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

TOWN OF FORT MYERS BEACH

ATTEST:

BY: _____
Terry Stewart, Town Manager

BY: _____
Michelle Mayher, TOWN CLERK

APPROVED AS TO LEGAL FORM:

BY: _____
TOWN ATTORNEY

PROVIDER: *Insert provider name here*

BY: _____
Signature

Witness Signature

Printed name of person signing

Printed name of witness

Title (printed)

EXHIBIT "A"

TO THE SERVICE PROVIDER CONTRACT DATED THIS _____ DAY OF _____, 2011 BETWEEN THE TOWN AND _____ PROVIDER.

1. SCOPE OF SERVICES:

The Provider shall perform the following services under this Agreement:

- Service 1
- Service 2

The Town shall be responsible for the following:

- Service 1
- Service 2.

3. TERM: This Agreement shall commence on _____, 2011 and continue for a period of _____ () days, subject to the Town's ability to terminate the Agreement as set forth elsewhere.

4. The Provider shall have, and maintain, during the entire period of this Agreement, all such insurance (or self-insurance) as set forth below. Each Certificate of Insurance shall include the name and type of policy and coverages provided; the amount or limit applicable to each coverage provided; the date of expiration of coverage; the designation of the Town of Fort Myers Beach as additional insured and as certificate holder, except as to Professional Liability Insurance and for Workers' Compensation Insurance. Should any of these policies be cancelled before the expiration date thereof, Provider shall instruct the issuing company to mail thirty (30) days written notice to the Town of such cancellation.

- a) Workers Compensation Coverage (a) ___ to cover all employees for Statutory Limits in compliance with the applicable State and Federal laws; (b) Provider states it is exempt from providing Workers Compensation coverage under the State of Florida rules; (CHECK ONE)
- b) Employers Liability with a minimum limit per accident in accordance with statutory requirements;
- c) Commercial General Liability Insurance with minimum limits of \$100,000 per occurrence and \$300,000 aggregate for Bodily Injury Liability and a minimum limit of \$100,000 for Property Damage Liability, or a minimum combined single limit of \$100,000.
- d) The Provider shall secure and maintain Automobile Liability Insurance and provide the Town with proof of insurance, but shall not be required to extend the coverage to the Town.

EXHIBIT “B”

TO THE SERVICE PROVIDER CONTRACT DATED THIS 1th DAY OF Month, 2011 BETWEEN THE TOWN AND Insert provider name here, PROVIDER.

PAYMENT OBLIGATION

1. Payment terms are as follows:
 - a. Total cost of all labor and materials not to exceed spell out number (#)
 - b. Work to be inspected and approved by the Town prior to issuing payment.
 - c. Invoice to be submitted by Provider to Town after the Town has completed and approved all work and materials.
 - d. Payment will be made by Town within 30 days of receipt of invoice from Provider.

2. Provider shall receive reimbursement for out-of-pocket expenses from the Town as follows:

(none)

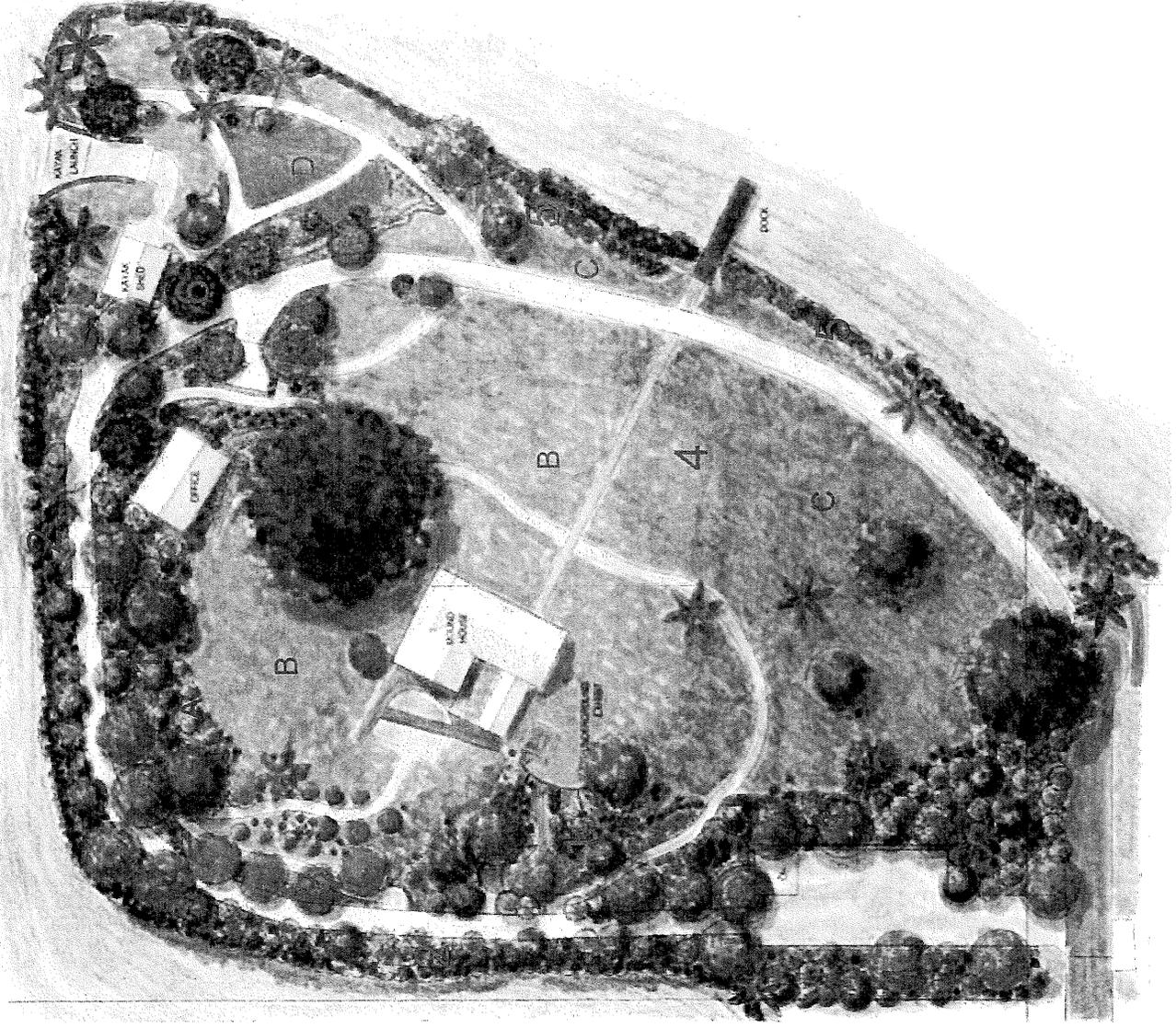
EXHIBIT "C"

VENDOR PROPOSAL

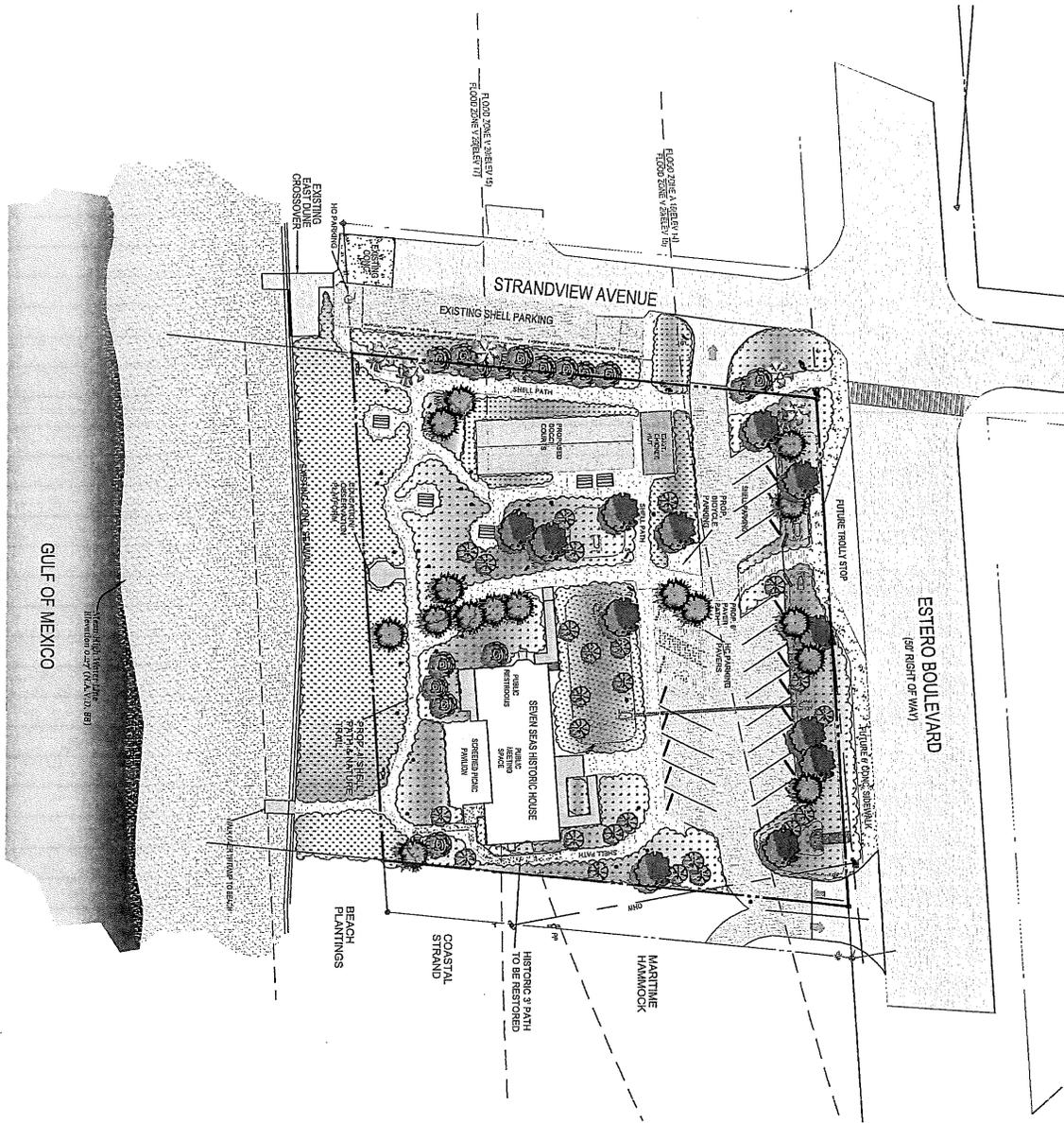
MOUND HOUSE LANDSCAPE PLANT GROUPS

- 1. COASTAL HAMMOCK & SHELL MOUND**
 - A. Calusa garden
- 2. MANGROVE FRINGE**
- 3. EARLY ESTERO ISLAND AGRICULTURE**
- 4. HISTORIC 1920S RESIDENTIAL LANDSCAPE**
 - B. Open lawn (Bahia grass)
 - C. Meadow grasses
- 5. COASTAL STRAND**
- 6. SCIENTIFIC / CULTURAL GARDEN**
 - D. Smooth lawn (St. Augustine)

- 108 SPECIES TOTAL
- 68 WITH INTERPRETIVE SIGNS



ATTACHMENT B
Newton Park
Conceptual Plan



LEGEND :

SIGNS

- ENTRANCE SIGN
- HOUSE INTERPRETIVE PANEL
- ECOSYSTEM INTERPRETIVE PANEL
- DIRECTORY
- PLANT IDENTITY SIGNAGE
- NATURE WALK SIGN
- PARKING SIGN
- SPONSOR RECOGNITION SIGN
- EXIT ONLY
- PRIVATE PROPERTY

TREES

- CANOPY TREE
- PALM TREE
- CABBAGE PALM
- SENGRAPE
- UNDERSTORY TREE

* EXISTING NATIVE VEGETATION TO BE RELOCATED AS NEEDED TO ACCOMMODATE IMPROVEMENTS

GATHERING AREAS

- 8' DIA. GATHERING AREA
- 10' DIA. RAISED EDUCATION/OBSERVATION PLATFORM

SITE PLAN



REVISION

SHEET NUMBER	L-1
--------------	-----

DATE	9/8/09
PROJECT NO.	12/275
SHEET DESCRIPTION	SITE PLAN

LANDSCAPE ARCHITECTURAL PLANS FOR	
NEWTON BEACH PARK FORT MYERS BEACH, FLORIDA	
SITE PLAN	

CONSULTANT	
------------	--

PROJECT NO.	13635
FILE NO.	
DESIGNED BY	GJD
CHECKED BY	GJD

DESIGN PROFESSIONAL	
---------------------	--

DAVID M. JONES JR. AND ASSOCIATES, INC.	
LANDSCAPE ARCHITECTS AND PLANNERS	
2221 MACGREGOR BOULEVARD FORT MYERS, FLORIDA 33901	
(239) 337-5525 FAX (239) 337-4484	
LC C000063	

ATTACHMENT C
THE MOUND HOUSE
PLANT SPECIES LIST

TOWN OF FORT MYERS BEACH, FL
6/20/2011

NOTE: This list includes plant species installed spring 2011 during the construction of the Mound House Landscape Restoration & Park Improvements project (Town of Fort Myers Beach #10-01-CR) and other species observed to be existing on site, and may not include all native or ornamental species to be maintained.

NATURAL AREAS PLANTINGS
HAMMOCK & MANGROVE FRINGE

Trees & Palms	
<i>Large Canopy</i>	
Bursera simaruba	Gumbo Limbo
Coccoloba uvifera	Seagrape
Ficus aurea	Strangler Fig
Piscidia piscipula	Fishpoison
Quercus virginiana	Live Oak
Sideroxylon foetidissimum	Mastic
<i>Medium Canopy</i>	
Avicennia germinans	Black Mangrove
Coccoloba diversifolia	Pigeon Plum
Conocarpus erectus	Buttonwood
Ilex cassine	Dahoon Holly
Laguncularia racemosa	White Mangrove
Rhizophora mangle	Red Mangrove
Sabal palmetto	Cabbage Palm
<i>Small / Understory</i>	
Capparis cynophallophora	Jamaica Caper
Eugenia axillaris	White Stopper
Eugenia foetida	Spanish Stopper
Myrcianthes fragrans	Simpson Stopper
Woody Shrubs & Ground Covers	
Ardisia escallionoides	Marlberry
Callicarpa americana	Beautyberry
Chrysobalanus icaco	Cocoplum
Chrysobalanus icaco horizontalis	Horizontal Cocoplum
Forestiera segregata	Florida Privet
Genipa clusifolia	Seven Year Apple
Gossypium hirsutum	Wild Cotton
Hamelia patens	Firebush
Jacquinia keyensis	Joewood
Licania michauxii	Gopher Apple
Lycium carolinianum	Christmasberry
Psychotria nervosa	Wild Coffee
Psychotria sulzneri	Shortleaf Wild Coffee
Randia aculeata	White Indigoberry
Rapanea punctata	Myrsine
Serenoa repens	Saw Palmetto
Suriana maritima	Baycedar
Zamia pumila	Coontie
Perennials & Annuals	
Acrostichum danaeifolium	Leather Fern
Agave decipiens	False Sisal
Capsicum annuum var. glabriusculum	Bird Pepper
Eragrostis elliotii	Elliott's Love Grass
Flaveria linearis	Narrowleaf Yellowtops

<i>Helianthus debilis vestitus</i>	West Coast Dune Sunflower
<i>Muhlenbergia capillaris</i>	Muhly Grass
<i>Opuntia humifusa</i>	Prickly Pear
<i>Opuntia stricta</i>	Erect Prickly Pear
<i>Solidago giganteum</i>	Giant Goldenrod
<i>Solidago sempervirens</i>	Seaside Goldenrod
<i>Spartina bakeri</i>	Sand Cordgrass
<i>Sporobolus junceus</i>	Pineland Dropseed
<i>Stachytarpheta jamaicensis</i>	Blue Porterweed
<i>Thelypteris kunthii</i>	Southern Shield Fern
<i>Yucca filamentosa</i>	Adams Needle

COASTAL STRAND

<i>Chrysobalanus icaco horizontalis</i>	Horizontal Cocoplum
<i>Helianthus debilis vestitus</i>	West Coast Dune Sunflower
<i>Iva Imbricata</i>	Seacoast Marsh Elder
<i>Lycium carolinianum</i>	Christmasberry
<i>Muhlenbergia capillaris</i>	Muhly Grass
<i>Portulaca pilosa</i>	Pink Purslane
<i>Sophora tomentosa</i>	Necklace Pod
<i>Sporobolus virginicus</i>	Seashore Dropseed

MEADOW

<i>Borrichia frutescens</i>	Sea Oxeye Daisy
<i>Eragrostis elliotii</i>	Elliott's Love Grass
<i>Eragrostis spectabilis</i>	Purple Love Grass
<i>Erigeron quercifolius</i>	Oakleaf Fleabane
<i>Flaveria linearis</i>	Narrowleaf Yellowtops
<i>Gaillardia pulchella</i>	Blanket Flower
<i>Glandularia maritima</i>	Beach Verbena
<i>Helianthus debilis vestitus</i>	West Coast Dune Sunflower
<i>Muhlenbergia capillaris</i>	Muhly Grass
<i>Solidago sempervirens</i>	Seaside Goldenrod
<i>Solidago stricta</i>	Slender Goldenrod
<i>Spartina alterniflora</i>	Saltmarsh Cordgrass

AGRICULTURAL PLANTINGS

<i>Ananas comosus</i>	Pineapple
<i>Carica papaya</i>	Papaya
<i>Citrus spp.</i>	Orange
<i>Citrus x paradisi</i>	Grapefruit
<i>Cocos nucifera</i>	Coconut Palm
<i>Ficus carica</i>	Fig
<i>Mangifera indica</i>	Mango
<i>Musa x paradisiaca</i>	Banana
<i>Persea americana</i>	Avocado

ORNAMENTAL / SCIENTIFIC PLANTINGS

Trees & Palms	
<i>Bixa orellana</i>	Annatto
<i>Cassia fistula</i>	Golden Shower
<i>Ceiba insignis</i>	White Floss Silk
<i>Ceiba pentandra</i>	Kapok Tree
<i>Ceiba speciosa</i>	Pink Floss Silk
<i>Cocos nucifera</i>	Coconut Palm
<i>Copernicia prunifera</i>	Carnauba Wax Palm
<i>Eriobotra japonica</i>	Loquat
<i>Jacaranda mimosifolia</i>	Jacaranda

Litchi chinensis [cultivar]	Lychee
Moringa oleifera	Horseradish Tree
Pongamia pinnata	Pongam
Pimenta dioica	Allspice
Plumeria spp.	Frangipani
Syagrus romanzoffiana	Queen Palm
Tabebuia impetiginosa	Pink Trumpet Tree
<u>Shrubs, Ground Covers, Perennials</u>	
Allamanda cathartica	Yellow Allamanda
Aloe vera	Medicinal Aloe
Alpinia zerumbet variegata	Variegated Shell Ginger
Bougainvillea spectabilis	Bougainvillea (purple)
Canna indica	Canna Lily
Catharanthus roseus	Madagascar Periwinkle
Crinum asiaticum	Crinum Lily
Cuphea hyssopifolia	Mexican Heather
Galphimia glauca	Thryallis
Gardenia spp.	Gardenia
Hedychium coronarium	Butterfly Ginger
Jatropha integerrima	Jatropha (red)
Jatropha curcas	Curcas
Kniphofia foliosa	Red Hot Poker
Lantana montevidensis	Lantana
Lawsonia inermis	Henna
Malpighia glabra	Dwarf Barbados Cherry
Plumbago auriculata	Plumbago
Tulbaghia violacea	Society Garlic

CONTAINER PLANTINGS

Bambusa vulgaris 'Wamin'	Dwarf Buddha Belly Bamboo
Bougainvillea cv.	Bougainvillea (thornless)
Coccothrinax argentata	Silver Palm
Cyperus involucrata	Umbrella Plant
Ficus elastica	Rubber Tree
Lantana montevidensis	Lantana
Plumbago auriculata	Plumbago
Portulaca pilosa	Pink Purslane
Solanum lycopersicum cv.	Tomato

MEADOW - POTENTIAL ADDITIONAL SPECIES FOR ANNUAL OVER-SEEDING

In addition to the existing Meadow species the following may be considered, if available, for addition to the mix

Aristida purpurascens	Arrowfeather Threeawn
Centrosema virginianum	Spurred Butterfly-pea
Commelina erecta	Whitemouth Dayflower
Heterotheca subaxilaris	Camphorweed
Mimosa strigillosa	Pink Powderpuff
Polygala grandiflora	Showy Milkwort
Sporobolus virginicus	Seashore dropseed

Cultural Facilities Landscape Maintenance
Town of Fort Myers Beach
Request for Proposals (RFP) No. 11-02-CR

Optional Pre-Proposal Meeting
Thursday, July 7, 2011; 10:00 AM

AGENDA

1. Project Description
2. Contact Information

Town of Fort Myers Beach contact information
Mailing Address: 2523 Estero Boulevard
Fort Myers Beach, FL 33931
Phone: 239.765.0202
Fax: 239.765.0909

Peter Boers, Contracts Manager
Office: 239.765.0202, ext. 114
E-mail: Peter@fortmyersbeachfl.gov

Theresa Schober, Director of Cultural Resources
Office: 239.765.0865
E-mail: Theresa@fortmyersbeachfl.gov

3. General Requirements
 - a. Project Documents
 - b. Timeline and Deadlines
 - c. Proposal Submission
4. Project Walkthrough
 - a. Newton Park
 - b. Mound House
5. Clarifications and Questions
6. Adjourn



ADDENDUM TO CONTRACT DOCUMENTS

Addendum No.: 1

CONTRACT/PROJECT NAME: Cultural Facilities Landscape Maintenance RFP-11-02-CR

DATE OF ISSUE: July 18, 2011

The following information shall be included in the Contract documents and is hereby made part of the project bidding documents in the form of clarification, addition, deletion or revision to the contract specifications and/or drawings.

A non-mandatory pre-bid meeting was held on July 7, 2011 at 10:00 AM. A list of the meeting attendees is attached as "Exhibit A". A listing of plan holders is attached as "Exhibit B".

The cut-off for written questions is 4:00 PM Monday, July 14, 2011.

Cultural Facilities Landscape Maintenance
Town of Fort Myers Beach
Request for Proposals (RFP) No. 11-02-CR

Optional Pre-Proposal Meeting
Thursday, July 7, 2011; 10:00 AM

Pre-proposal meeting minutes provided in bold text.

AGENDA

All attendees signed in.

1. Project Description – **to include landscape maintenance at Town owned Newton Park and Mound House properties.**
2. Contact Information

Town of Fort Myers Beach contact information
Mailing Address: 2523 Estero Boulevard
Fort Myers Beach, FL 33931
Phone: 239.765.0202
Fax: 239.765.0909

Peter Boers, Contracts Manager
Office: 239.765.0202, ext. 444 **116**
E-mail: Peter@fortmyersbeachfl.gov



Theresa Schober, Director of Cultural Resources
Office: 239.765.0865
E-mail: Theresa@fortmyersbeachfl.gov

3. **General Requirements – Project documents reviewed by Peter Boers. Proposals to be submitted at Town Hall, 2nd floor before 2:00pm on Monday, July 25th. Questions to be submitted in writing by Thursday, July 14 at 4:00pm, attention Peter Boers. Responses will be provided to all respondents of record shortly thereafter. Page 14 of the project documents provides a proposal submittal checklist.**
 - a. Project Documents
 - b. Timeline and Deadlines
 - c. Proposal Submission

4. **Project Walkthrough - Property characteristics were discussed in reference to technical specifications and Attachments A, B, and C of the project documents. Newton Park landscape installation completed June 2010. Mound House landscape installation recently completed with establishment of meadow areas ongoing. Desired maintenance philosophy identified in section 3 of project documents, page 7. Upcoming construction projects at each property were identified. General information regarding property access and hours of operation reviewed (RFP Section 5, page 11).**
 - a. Newton Park – maintain to natural, lush, even landscape. Limited maintenance has occurred since installation and will require a start up investment to
 - b. Mound House – desired maintained appearance varies by planting area within an overall natural, well cared for appearance (see page 7) that complements site interpretive goals. Specifically excluded from project work at Mound House: mangrove trimming and exotic removal in mangrove fringe and trimming/treatment of historic strangler fig.

5. **Clarifications and Questions**
A first addendum will be issued to establish Business Automobile Liability requirements beyond general statement in project documents.

Question: Is there a cost proposal form or should the price information be provided on letterhead. Response: There is no cost proposal form. Refer to section 6.4 for what to include. Town desires to pay a flat monthly fee or information can be provided as a wet season rate and dry season rate. Clarifications regarding cost proposal for mulch, fertilizer, and other consumables discussed. A response will be provided in Addendum 1.



Question: Can weeding and other non-motorized equipment services be conducted at Mound House during public program hours? Response: With coordination. Vehicles may need to be staged off-site as the public parking at Mound House is extremely limited.

Attendees encouraged to walk Newton Park and Mound House properties and submit any additional questions in writing attention Peter Boers.

6. Adjourn

Paragraph O.(d) (page 6) is amended to read:

- ~~d) The Provider shall secure and maintain Automobile Liability Insurance and provide the Town with proof of insurance, but shall not be required to extend the coverage to the Town.~~
- d) Business Automobile Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

Minimum limits of \$ 500,000 per person and \$ 500,000 per accident for Bodily Injury Liability and a minimum limit of \$ 500,000 for Property Damage Liability, or a minimum combined single limit of \$ 500,000.

Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

Proposal Specifications Section 4, Paragraph VIII Pest Control (page 11) is amended to read:

- c. In the presence of insects or pathogens, testing is to be conducted to determine the afflicting agent followed by application of insecticide and/or fungicide three times ~~in a~~ at ten-day intervals or until the insect/pathogen problem is resolved.

Proposal Specifications Section 6, Paragraph 6.4 Price (page 12) is amended to read:

Respondent shall provide the Town with a proposal for its service fee based on a monthly fee to provide the services to the Town requested under this Request for Proposals. Labor for all regular periodic services such as mowing, weeding, mulching, tree trimming, pruning, preventative insecticide/fungicide, herbicide, and fertilization applications shall be pro-rated and included in the monthly fee based on frequency information provided. Price proposal shall clearly define services and service quantities included in the monthly fee, and hourly rates for services not included in the annual service fee (e.g., additional fire ant treatment (beyond 6 per year), additional mowing of lawn areas, replacement plant installation, over-seeding, irrigation repair, etc.).

Cost for material and delivery of mulch shall be billed separately as a reimbursable expense.

Cost for material and delivery of fertilizer shall be billed separately as a reimbursable expense. Testing agency services to obtain specific fertilizer recommendations shall also be billed separately as a reimbursable expense.

In the presence of detected insects or pathogens, cost for testing to determine the afflicting agent and material and delivery of specifically-determined insecticide/fungicide shall be billed separately as a reimbursable expense. As otherwise specified, application to occur



three times at ten-day intervals or until the insect/pathogen problem is resolved. The cost of application shall be billed separately at the approved hourly rate for this service.

Cost for additional personnel who may be requested from time to time by the Town, shall be billed separately at the actual cost to the Respondent as pre-approved by the Town. No additional personnel will be added prior to approval by the Town.

Payment will be made by the Town on a monthly basis.

The following questions were received before the deadline:

Q. To keep a neat and clean appearance to the Mound House property would it be mutually beneficial to have the mowing and lawn maintenance performed on Mondays when the property is closed to the public, but then have workers throughout the week to continue with the pruning, weeding, etc? The men would work out of the way of any presentations or public activities and would not use any power equipment that would make noise and interfere with the serenity of the property.

A. A mutually agreeable schedule will be developed with the selected contractor within the limits of Town Ordinances and public safety at Mound House and Newton Park properties. Both properties are open from sunrise to sunset 365 days per year unless otherwise posted for repairs and maintenance. Public programs at Mound House occur weekly from Tuesdays through Saturdays and it is the stated desire of the Town for equipment operation to not occur during program hours.

Q. Do you have the number of plants that were planted on the Mound House property or the square footage of the planting beds that will need to be mulched and fertilized?

A. Approximately 9,700 plants were recently installed at Mound House (see Attachment C in project documents) excluding existing vegetation retained and sod areas. The as-built plans are not currently available. From construction documents, approximately 28,900 square foot of planting beds are specified; approximately 1,200 square feet of St. Augustine sod and approximately 32,500 square feet of Bahia sod in lawn areas; and approximately 27,000 square feet of meadow. Information is not available regarding coastal strand area estimates. Bidders should rely upon their visual inspection of the property to understand the scope.

Q. Are the irrigation lines and heads that are on top of the ground around the house going to be placed in the ground at some point?

A. Temporary irrigation (above ground) will be removed. Additional permanent irrigation may be installed on site in the future.

Q. Who will the contact person be for the contractor once the contract is approved?

A. The landscape maintenance contract will be managed primarily by Cultural Resources with assistance as necessary from Public Works.

Peter A. Boers, C.P.M., CPPB
Contracts Manager
Town of Fort Myers Beach
2523 Estero Blvd.
Fort Myers Beach, FL 33931
239-765-0202 ext 116

EXHIBIT A

RFP-11-02-CR
 Town of Fort Myers Beach
 Cultural Facilities Landscape Maint.

Non-Mandatory Pre-Proposal Mtg
 July 7, 2011

Company Name & Address	Contact Name	Phone	Fax	E-Mail	Plan holder? Yes/No
Native Outdoor Services 1917 Piccadilly Ct Cape Coral, FL	Vicki Miller	340-1479		Vamillernative@aol.com	No
P4T Lawn & Tractor 15980 Old Olga Rd. 33900	Jason Cleland	239-245-5443	239-684-4886	JasonC@pandT.com jason@pandT.com	Yes
Championship 200 NE 25th Ave #13 Cape Coral, FL 33909	John Fickell	239 424 8543	239 424 8547	JohnFickell@cgas.com	Yes
Big Tree, Inc	Wayne Brub	239 694-9700	239 694-6345	wayne@bigtreeinc.net	Yes
Town of Fort Myers Beach	Flaviana Schuler	239-765-0865	239-765-0709	flaviana@fortmyersbeachfl.gov	Yes
TOWN OF FT MYERS BEACH	PETER BOELS	239-765-0202 X116	239-765-0101	peter@fortmyersbeachfl.gov	Yes

Town of Fort Myers Beach
 Cultural Facilities Landscape Maintenance ITB 11-02-CR

EXHIBIT B

Company Name & Address	Contact Name	Phone	Fax	E-Mail
① BIG TREE, INC	WAYNE BOCK	239-694-9700	239-694-6345	WAYNE@BIGTREEINC.NET
Leaf Services LLC	Jaime Davison	239-287-0996	239-294-8532	JDavison@jmail.com
P and T Lawn	Jason Cleland	239-694-4848	239-694-4848	Jason@pandtlandscape.com
PRIME VENDOR, INC.	SARANTE WOLNITZKA	800-746-9554	800-746-8307	WOLNITZKA@PRIME-VENDOR.COM
Native Outdoor Services	Vicki Miller	239-340-1479		Vmillernative@aol.com
CITIZENSHIP LANDSCAPE SERVICES	JOHN FEDIELI	239-424-8543	239-424-8547	jfedeli@egcs.com
GRANDSCAPES LLC	WADE SMITH	239-269-6607	239-732-8513	W.Smith@grandscapes@gmail.com



Estim

Exhibit 3

Date	Estim
7/13/2011	322

Name / Address
Town of Ft. Myers Beach Re: #REF-11-02-CR Cultural Facilities Landscape Maintenance

			Project
Description	Qty	Rate	Total
Newton Park:			
Grounds Maintenance: Mowing, Trim Lining Hard Surfaces and Beds, Hedge Trimming at Current Code Height, Blowing off all Hard Surfaces, Spot Spraying Hard Surfaces and Beds. All Trees Under 12' Maintained as Needed Weekly (Based on 33 Weeks)	33	281.25	9,281.25
Arbor Care: Anything Over 12' Pruned , Groomed , and Cleaned of all Hardwoods and Palms (3 Times a Year)	3	265.62667	796.88
Pest And Fert.: Granular Insecticide, Spraying of Systemic Insecticide and Fungicide (6 Apps)	6	231.25	1,387.50
Irrigation: Wet Checks : Going Thru the System Make Sure 100% and Cleaning of Heads as Needed. (Once a Month)	12	93.75	1,125.00
Cypress Mulch B: Per Bag and Scope of Work Done on November Only (Once a Year)	975	3.0375	2,961.56
The Mound House:			
Grounds Maintenance: Mowing, Trim Lining Hard Surfaces and Beds, Hedges Trimming at Current Code Height, Blowing off all Hard Surfaces, Spot Spraying Hard Surfaces and Beds. All trees Under 12' are Maintained as Needed Weekly (Based on 33 Weeks)	33	112.50	3,712.50
Arbor Care: Anything Over 12' Pruned, Groomed and Cleaned of all Hardwoods and Palms (3 Times a Year)	3	468.75	1,406.25
Irrigation: Wet Checks: Going Thru the System Make Sure 100% and Cleaning of Heads as Needed. (Once a Month)	12	62.50	750.00
			Total
Phone #	Fax #	E-mail	
(239) 269 6607	(239) 732 8513	w.smithgrandscapes@gmail.com	



Estimate

Date	Estimate #
7/13/2011	32239

Name / Address
Town of Ft. Myers Beach Re: #REF-11-02-CR Cultural Facilities Landscape Maintenance

Description	Qty	Rate	Total
Pest And Fert.: Granular Insecticide, Spraying of Systemic Insecticide and Fungicide (6 Apps)	6	343.75	2,062.50
Pine Straw: Per Bale and Scope of Work Done in November Only (Once a Year Only)	400	4.3875	1,755.00
Total Fee For Both \$ 2103.20			
<p><i>Newton Park</i> <i>Grounds Maintenance only</i> —————→ \$ 773.43</p> <p><i>The Mounds House</i> <i>Grounds Maintenance only</i> —————→ \$ 309.37</p> <p><i>Monthly</i> 1082.80</p> <p><i>Very Total \$</i> 12993.75</p>			

Phone #	Fax #	E-mail
(239) 269 6607	(239) 732 8513	w.smithlandscapes@gmail.com

Total

\$25,238.44

TURN KEY

PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Town of Ft. Myers Beach
(print name of public entity)

by Mare Wagner owner
(print individual's name and title)

for LandScapes
(print name of entity submitting sworn statement)

whose business address is 4084 Arnold Ave Unit 8
Naples, FL 34104

and (if applicable) its Federal Employer Identification Number (FEIN) is 45-2590214
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.233(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

Date: _____, 2011

TOWN OF FORT MYERS BEACH WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

TOWN OF FORT MYERS BEACH SHALL CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A (e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A (e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROVIDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: GRANOSCAPES
[Signature] Owner 7/19/11
(Signature) (Title) (Date)

STATE OF FL
COUNTY OF Collier

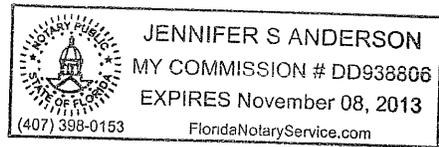
The foregoing instrument was signed and acknowledged before me this 19 day of July, 2011, by Marc Wagner who has produced
(Print or Type Name)

_____ as identification personally know to me
(Type of Identification and Number)

[Signature]
Notary Public Signature

Jennifer Anderson
Printed Name of Notary Public

DD 938806 Nov 08, 2013
Notary Commission Number/Expiration



The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

CONTRACTORS QUALIFICATION QUESTIONNAIRE
THIS FORM MUST BE SUBMITTED WITH PROPOSAL

Contractor must be certified by the State of Florida prior to bidding the type of work required by this project.

SUBMITTED BY: GRANDSCAPES () Individual
Name of Proposer
4084 ARNOLD AV #8 (X) Partnership
Street or PO Box
NAPLES, FL, 34104 () Corporation
City, State & Zip Code
239 269 6607 () Joint Venture
Phone

The undersigned guarantees the truth and accuracy of all statements and all answers to questions hereinafter made.

1. Person to Contact: T. Wade Smith Title: GM
Telephone Number: 239-269-6607
2. How many years has your organization been in business under your present name? _____ Year
Established: 8
3. Under what other names has your organization operated? No
4. List below the names, titles and addresses of officers, owners and partners:
Marc Wagner, owner, 4084 Arnold Ave. Unit 8, Naples 34104

5. Prepare a list as indicated on Table I – Completed Projects (attached) of the last five (5) projects of this type your organization has completed.
6. Prepare a list as indicated on Table II – Current Projects (attached) of projects of this type that your organization is currently engaged in.
7. Have you ever failed to complete any work awarded to you? No

RFP-11-02-CR Cultural Facilities Landscape Maintenance

When? N/A

Where? N/A

Why? N/A

- 8. Enclose a letter from your bonding company, attesting to your current bonding capacity along with the name, address and telephone number of agent. -N/A
- 9. Enclose a copy of your company's Certificate of Insurance.
- 10. Provide the following information, if applicable.

Occupational License(s): _____ Date: _____

Business Tax Receipt: 1103652 Date: 5 12 11

- 11. Attach a list of personnel, including key field superintendents and employees, anticipated assignments for this project, and their licenses and certifications.

- 12. List types of work normally performed by your own forces:

MOWING, IRRIGATION, PEST FERT, ARBOR CARE, CONSTRUCTION

- 13. Submit current credit report with proposal.

- 14. Submit no less than three financial references:

JOHN DEERE

LANDSCAPERS CHOICE

SMALL ENG. WORLD

15. Name of Proposer: GRANDSCAPES

Address of Proposer: 4084 AEROLD AV #8, Naples FL 34104

By: [Signature]

Title: Marc Wagner Owner

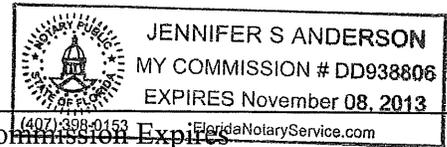
Witness of Attest:

Date: 7/25/11

Corporate Seal

Sworn to and subscribed before me this 25 day of July 2011.

[Signature]
Notary Public



My Commission Expires

NOTE: IF A JOINT VENTURE, EACH CONTRACTOR MEMBER SHALL COMPLETE AN INDIVIDUAL CONTRACTORS QUALIFICATION QUESTIONNAIRE FORM.

TABLE I – COMPLETED PROJECTS

PROJECT TITLE & LOCATION	YOUR CONTRACT AMOUNT	CONTRACTOR OR SUB	REQUIRED COMPLETION DATE	ACTUAL COMPLETION DATE	NAME, ADDRESS & PHONE #
<u>PAISEND</u> FT MYERS	475 K	CONT.		07	
<u>HOOVER</u> <u>HARBOR</u> FT. MYERS	625 K	CONT.		07	
<u>SHADOW</u> <u>LACES</u> LEHIGH	275 K	CONT		08	
<u>DANIELS</u> <u>PARK</u> FT. MYERS	300 K	SUB CONT.		08	
<u>BELE</u> <u>HOLON</u> NAPLES	2.6 mil.	SUB CONT.		08	

TABLE II – CURRENT PROJECTS

PROJECT TITLE & LOCATION	YOUR CONTRACT AMOUNT	CONTRACTOR OR SUB	REQUIRED COMPLETION DATE	ACTUAL COMPLETION DATE	NAME, ADDRESS & PHONE #
THE STERLING CONSTRUCTION CROSS CORN	6K	SUB	JULY 21 ST	SAME	
BEST WESTERN FT. MYERS	10K	CONT.	AUG 1 ST	NOT COMP.	
REVOLUTION LAKES FT. MYERS	20K	CONT.	AUG. 16 TH	NOT COMP OR STARTED	
F					

PROPOSAL SUBMITTAL CHECKLIST

THIS CHECKLIST IS MERELY A GUIDE TO ASSIST THE RESPONDENT IN PREPARING A COMPLETE PROPOSAL SUBMITTAL

IMPORTANT: Please read carefully and follow each item.

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

- 1. The Proposal has been signed.
- 2. Include a signed copy of each addendum, if any.
- 3. Public Entities Crime Form properly completed, signed and notarized.
- 4. Affidavit Certification Immigration Laws properly completed, signed, and notarized.
- 5. Acknowledge receipt of the Service Provider Agreement as part of the proposal submission, and acknowledge the Service Provider Agreement shall be executed by all parties in its current form.
- 6. List of subcontractors, including the name and address of each subcontractor.
- 7. List any technical support service contracts to which the Respondent was a party that have been terminated, and the reason for termination.
- 8. The mailing envelope has been addressed to:
Town of Fort Myers Beach
Town Hall
2523 Estero Boulevard
Fort Myers Beach, Florida 33931
ATTN: Contracts Manager
- 9. The mailing envelope must be sealed and marked "Cultural Facilities Landscape Maintenance, RFP 11-02-CR" with the due date and time noted. All courier delivered proposals must have the RFP title and number on the outside of the courier packet.
- 10. For proper identification, the Respondent's complete name and address must also appear on the exterior of the proposal package.
- 11. Submit one (1) original and four (4) identical copies of the complete proposal, and an electronic copy of the same as PDF on CD/DVD.
- 12. Contractor's Qualification Questionnaire properly completed, signed and notarized
- 13. Proposals must be submitted by mail or in person to the address herein no later than **2:00 p.m. Monday, July 25, 2011.**



ADDENDUM TO CONTRACT DOCUMENTS

Addendum No.: 1

CONTRACT/PROJECT NAME: Cultural Facilities Landscape Maintenance RFP-11-02-CR

DATE OF ISSUE: July 18, 2011

The following information shall be included in the Contract documents and is hereby made part of the project bidding documents in the form of clarification, addition, deletion or revision to the contract specifications and/or drawings.

A non-mandatory pre-bid meeting was held on July 7, 2011 at 10:00 AM. A list of the meeting attendees is attached as "Exhibit A". A listing of plan holders is attached as "Exhibit B".

The cut-off for written questions is 4:00 PM Monday, July 14, 2011.

**Cultural Facilities Landscape Maintenance
Town of Fort Myers Beach
Request for Proposals (RFP) No. 11-02-CR**

Optional Pre-Proposal Meeting
Thursday, July 7, 2011; 10:00 AM

Pre-proposal meeting minutes provided in bold text.

AGENDA

All attendees signed in.

- 1. Project Description – to include landscape maintenance at Town owned Newton Park and Mound House properties.**
2. Contact Information

Town of Fort Myers Beach contact information
Mailing Address: 2523 Estero Boulevard
Fort Myers Beach, FL 33931
Phone: 239.765.0202
Fax: 239.765.0909

Peter Boers, Contracts Manager
Office: 239.765.0202, ext. 444 116
E-mail: Peter@fortmyersbeachfl.gov



Theresa Schober, Director of Cultural Resources
Office: 239.765.0865
E-mail: Theresa@fortmyersbeachfl.gov

3. **General Requirements – Project documents reviewed by Peter Boers. Proposals to be submitted at Town Hall, 2nd floor before 2:00pm on Monday, July 25th. Questions to be submitted in writing by Thursday, July 14 at 4:00pm, attention Peter Boers. Responses will be provided to all respondents of record shortly thereafter. Page 14 of the project documents provides a proposal submittal checklist.**
 - a. Project Documents
 - b. Timeline and Deadlines
 - c. Proposal Submission

4. **Project Walkthrough - Property characteristics were discussed in reference to technical specifications and Attachments A, B, and C of the project documents. Newton Park landscape installation completed June 2010. Mound House landscape installation recently completed with establishment of meadow areas ongoing. Desired maintenance philosophy identified in section 3 of project documents, page 7. Upcoming construction projects at each property were identified. General information regarding property access and hours of operation reviewed (RFP Section 5, page 11).**
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A first addendum will be issued to establish Business Automobile Liability requirements beyond general statement in project documents.

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Question: Can weeding and other non-motorized equipment services be conducted at Mound House during public program hours? Response: With coordination. Vehicles may need to be staged off-site as the public parking at Mound House is extremely limited.

Attendees encouraged to walk Newton Park and Mound House properties and submit any additional questions in writing attention Peter Boers.

6. Adjourn

Paragraph O.(d) (page 6) is amended to read:

- ~~d) The Provider shall secure and maintain Automobile Liability Insurance and provide the Town with proof of insurance, but shall not be required to extend the coverage to the Town.~~
- d) Business Automobile Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

Minimum limits of \$ 500,000 per person and \$ 500,000 per accident for Bodily Injury Liability and a minimum limit of \$ 500,000 for Property Damage Liability, or a minimum combined single limit of \$ 500,000.

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Proposal Specifications Section 6, Paragraph 6.4 Price (page 12) is amended to read:

Respondent shall provide the Town with a proposal for its service fee based on a monthly fee to provide the services to the Town requested under this Request for Proposals. Labor for all regular periodic services such as mowing, weeding, mulching, tree trimming, pruning, preventative insecticide/fungicide, herbicide, and fertilization applications shall be prorated and included in the monthly fee based on frequency information provided. Price proposal shall clearly define services and service quantities included in the monthly fee, and hourly rates for services not included in the annual service fee (e.g., additional fire ant treatment (beyond 6 per year), additional mowing of lawn areas, replacement plant installation, over-seeding, irrigation repair, etc.).

Cost for material and delivery of mulch shall be billed separately as a reimbursable expense.

Cost for material and delivery of fertilizer shall be billed separately as a reimbursable expense. Testing agency services to obtain specific fertilizer recommendations shall also be billed separately as a reimbursable expense.

In the presence of detected insects or pathogens, cost for testing to determine the afflicting agent and material and delivery of specifically-determined insecticide/fungicide shall be billed separately as a reimbursable expense. As otherwise specified, application to occur



three times at ten-day intervals or until the insect/pathogen problem is resolved. The cost of application shall be billed separately at the approved hourly rate for this service.

Cost for additional personnel who may be requested from time to time by the Town, shall be billed separately at the actual cost to the Respondent as pre-approved by the Town. No additional personnel will be added prior to approval by the Town.

Payment will be made by the Town on a monthly basis.

The following questions were received before the deadline:

Q. To keep a neat and clean appearance to the Mound House property would it be mutually beneficial to have the mowing and lawn maintenance performed on Mondays when the property is closed to the public, but then have workers throughout the week to continue with the pruning, weeding, etc? The men would work out of the way of any presentations or public activities and would not use any power equipment that would make noise and interfere with the serenity of the property.

A. A mutually agreeable schedule will be developed with the selected contractor within the limits of Town Ordinances and public safety at Mound House and Newton Park properties. Both properties are open from sunrise to sunset 365 days per year unless otherwise posted for repairs and maintenance. Public programs at Mound House occur weekly from Tuesdays through Saturdays and it is the stated desire of the Town for equipment operation to not occur during program hours.

Q. Do you have the number of plants that were planted on the Mound House property or the square footage of the planting beds that will need to be mulched and fertilized?

A. Approximately 9,700 plants were recently installed at Mound House (see Attachment C in project documents) excluding existing vegetation retained and sod areas. The as-built plans are not currently available. From construction documents, approximately 28,900 square foot of planting beds are specified; approximately 1,200 square feet of St. Augustine sod and approximately 32,500 square feet of Bahia sod in lawn areas; and approximately 27,000 square feet of meadow. Information is not available regarding coastal strand area estimates. Bidders should rely upon their visual inspection of the property to understand the scope.

Q. Are the irrigation lines and heads that are on top of the ground around the house going to be placed in the ground at some point?

A. Temporary irrigation (above ground) will be removed. Additional permanent irrigation may be installed on site in the future.

Q. Who will the contact person be for the contractor once the contract is approved?

A. The landscape maintenance contract will be managed primarily by Cultural Resources with assistance as necessary from Public Works.

Peter A. Boers, C.P.M., CPPB
Contracts Manager
Town of Fort Myers Beach
2523 Estero Blvd.
Fort Myers Beach, FL 33931
239-765-0202 ext 116

Company Name & Address	Contact Name	Phone	Fax	E-Mail	Plan holder? Yes/No
Native Outdoor Services 1917 Piccadilly Ct Cape Coral, FL	Vicki Miller	340-1479		V.miller@native.com	No
PAT Lawn & Tractor 15980 Old Olga Rd. 33980	Jason Cleland	239-245-5443	239-694-4848	jason@pattlawn.com	Yes
Changlons SHIP 720 NE 25th Ave #13 Cape Coral, FL 33909	John Fidell	239 424 8543	239 424 8547	JFidell@cgcs.com	Yes
Big Time, Inc	Wayne Bird	239 694-9108	239 694-10345	wayne@bigtimeinc.net	Yes
Town of Fort Myers	Finance Services			fortmyers@townof.com	
TOWN OF FORT MYERS BEACH	PENE BOEELS	239-765-0202 X 116	239-765-0909	peter@fortmyersbeach.fl.gov	yes

Town of Fort Myers Beach

EXHIBIT B

Cultural Facilities Landscape Maintenance ITB 11-02-CR

Company Name & Address	Contact Name	Phone	Fax	E-Mail
① BIG TREE, INC	WAYNE BOCK	239-694-9700	239-694-6345	WAYNE@BIGTREEINC.NET
Leaf Services LLC	Jaime Davison	239-287-0996	239-244-8332	JDavison@jgmae.com
P and T Lawn	Jason Cleland	239-694-4848	239-694-4848	Jason@pandtlandscape.com
PRIME VERDOL, INC.	SARANTE WOLNITZ	800-746-9554	800-746-8307	WOLNITZ@prime-verdol.com
Native Outdoor Services	Vicki Miller	239-340-1479		Vamillernative@aol.com
CHAMPIONSHIP LANDSCAPE SERVICES	JOHN FEDERL	239-424-8543	239-424-8547	jfedeli@egcs.com
GRANDSCAPES LLC	WADE SMITH	239-269-6607	239-732-8513	W.Smith@grandscapes@gmail.com



July 25, 2011

Peter A. Boers, Contracts Manager
Town of Fort Myers Beach
2523 Estero Boulevard
Fort Myers Beach, Florida 33991

RE: Cultural Facilities Landscape Maintenance, RFP11-02-CR

Dear Mr. Boers:

Native Outdoor Services, Inc. is pleased to present this proposal for your review. We look forward to your partnership in our cooperative efforts to provide top quality landscape maintenance enhancing the aesthetics of both the historical Mound House and Newton Park.

Our proposal requests \$8,950 per month to meet the specifications as the proposal details in the cultural Facilities Landscape Maintenance, RFP-11-02-CR request. We have read and understand the contents of the proposal requirements and acknowledge receipt of the Service Provider Agreement.

For the last five years, Native Outdoor Services, Inc. has maintained both commercial and residential properties in the unique coastal environments of our area. With over forty-years of combined experience, our staff has extensive knowledge of native plant materials. This combined with the understanding of all types of maintenance operations gives us the ability to cope with any issue which may arise. We are committed to a strong work ethic and you can be assured we will follow the proper industry guidelines to ensure every landscape project develops successfully for the best chance to thrive and flourish.

Thank you for your interest in Native Outdoor Services, Inc. I hope to have the pleasure of meeting with you to further discuss this project. Please feel free to contact me directly if you require any further information or have any questions concerning this proposal.

Sincerely,

A handwritten signature in cursive script that reads 'John A. Johnson'.

John A. Johnson
President

Native Outdoor Services, Inc.
1917 Piccadilly Circle
Cape Coral, Florida 33991

Direct: 239.340.3216
Fax: 239.282.9409
nativeoutdoorservices@comcast.net

Service Orientation and Professionalism

Native Outdoor Services, Inc. is a family-owned and operated landscape company. We offer a full scale of services for any landscape needs. Our staff has over forty years of combined experience with extensive knowledge of native plant materials and the unique environment of our area. As the owner of Native Outdoor Services, I insist every member of our team deliver exceptional service, while maintaining high industry standards.

As a graduate of Lake City Community College, I hold a degree in Agronomy & Horticulture and have over twenty-seven years of hands on experience in turf, irrigation and landscape operations. My formal education has allowed me the opportunity to work at some of the finest properties in Florida, and my knowledge and understanding of our distinctive surroundings allows me to offer a service like few other companies in our area can.

Our scope of work covers all aspects of landscape development. We are passionate about what we do, and will do whatever is needed to create a beautiful, sustainable landscape to be enjoyed for years to come. We understand the sandy soil profile of our area and how it impacts plant growth and plant nutrition. We also know very well how our extreme climate impacts our plants. The natural environment of our area poses many unique and serious challenges, and we make every effort to ensure compatibility of the native environment. We are fortunate to have Vicki Miller, our own in-house Horticulturist and Landscape Designer, as a part of our staff. Vicki does an outstanding job bringing her practical experience to each property ensuring that every aspect of the design can be maintained effectively. Regular maintenance is vital to ensure every landscape project develops successfully. Our company delivers outstanding and professional service, while maintaining high industry standards. Whether new or existing, our qualified staff has extensive experience with all types of maintenance operations giving us the ability to cope with any issue which may arise.

With regard to the work being done at The Mound House and Newton Park, we will have a manager responsible for overseeing all maintenance at both locations. Vicki Miller will be the manager assigned to these properties and will be on-site periodically throughout the week. A supervisor will be on-site daily and responsible for one full-time landscape specialist, with an additional full-time landscape specialist on staff for the months of April through November. The manager and supervisor will perform a weekly on-site walk through and set goals based on sound landscape maintenance practices depending on the time of year and health of the plants. A plan of action will be put in place with a schedule of the scope of work for each week.

7.9 Alternatives / Exceptions

Page 11- VIII. Pest Control

- a. Apply one (1) application annually of Top Choice insecticide to control fire ants in the Bahia and St. Augustine grass. This application has a retreatment warranty for one year creating a savings of \$405.
- b. It seems applying four (4) applications of a systemic insecticide and fungicide on all non-turf plantings per year is excessive. The majority of the plantings are native, and should require few, if any, applications. Perhaps one (1) application, with a spot treat as needed, would be sufficient. Each come with a with a 60-day and 30-day warranty respectively. This would create a savings of \$2,263. Please note, this excludes the Strangler Fig, Gumbo Limbo and other large trees.

Note: Other than controlling fire ants, there is no mention in the RFP of controlling insects in the Bahia and Flortam grass. Furthermore, there is no mention of fertilizer requirements for the Flortam and Bahia grasses.

Recommendations for Turf:

Flortam:

- a. Fertilize turf six (6) times per year with all applications in compliance with the Lee County ordinance. Total cost for all applications is \$193.
- b. Apply four (4) applications of insecticide to control insects which include weed control. Total cost for all applications is \$304.

Bahia:

- a. Fertilize turf two (2) times per year. Total cost for all applications is \$414.
- b. Apply two (2) applications of insecticide to control mole-crickets. Each application includes a 30-day warranty. Total cost for all applications is \$439.

Reimbursable Expenses

Tree Trimming – Cost \$3,191

- Mound House: 1-Strangler Fig Tree, 1-Golden Rain Tree, 1-Jacaranda Tree, 3-Gumbo Limbo Trees, 2-Chinese Fan palms, 2-Queen palms, 14-Coconut palms, 49-Cabbage palms. Price based per incident.

Tree Trimming – Cost \$400

- Newton Park: 14-Cabbage palms, 2-Coconuts. Price based per incident.

Mulching / Pine Straw

- Pine Straw: **\$4.89 per bale includes labor**
- Flori-Mulch: **\$3.75 per bag includes labor**

Additional Mowing at Mound House – Cost \$250

- Mow, edge, string trim, blow-off roads and walkways, pick-up debris. Price based per incident.

Irrigation Repairs – Cost \$70

- Hourly rate with 1-hour minimum

Soil and Tissue Analysis – Cost \$45

- Services provided by UF/IFAS AS Analytical Services Laboratories Extension Soil Testing Laboratory. Priced based per sample.

Fertilizing Meadow – Cost \$180

- Per application each

Fertilizing Non-Native Species – Cost \$180

- Per application each

Container Garden - Cost \$30

- Per application

Fire Ant Treatment – Cost \$207

- Additional Treatment for Bahia and Flortam Grass, per application.

Overseeding

- Requires specifications which include bed preparation and rates for species listed under attachment C.

Replacement Plants

- Requires specifications for plant type, quantity, size and location



JJ

ADDENDUM TO CONTRACT DOCUMENTS

Addendum No.: 1

CONTRACT/PROJECT NAME: Cultural Facilities Landscape Maintenance RFP-11-02-CR

DATE OF ISSUE: July 18, 2011

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**Cultural Facilities Landscape Maintenance
Town of Fort Myers Beach
Request for Proposals (RFP) No. 11-02-CR**

**Optional Pre-Proposal Meeting
Thursday, July 7, 2011; 10:00 AM**

Pre-proposal meeting minutes provided in bold text.

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All attendees signed in.

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Phone: 239.765.0202
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Peter A. Boers, C.P.M., CPPB
Contracts Manager
Town of Fort Myers Beach
2523 Estero Blvd.
Fort Myers Beach, FL 33931
239-765-0202 ext 116

PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to TOWN OF FORT MYERS BEACH
(print name of public entity)

by JOHN A. JOHNSON, PRESIDENT
(print individual's name and title)

for NATIVE OUTDOOR SERVICES, INC.
(print name of entity submitting sworn statement)

whose business address is 1917 PICCADILLY CIRCLE
CAPE CORAL, FL 33991

and (if applicable) its Federal Employer Identification Number (FEIN) is 75-3229479
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.233(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate
5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

John A. Johnson

(Signature)

Sworn to and subscribed before me this 24th day of July, 2011

Personally known _____

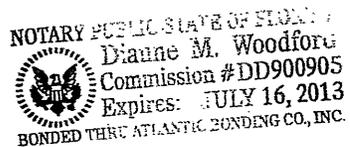
OR Produced Identification FL. DRIVERS LICENSE
J525-461-62-134-0
(Type of Identification)

Notary Public - State of FLORIDA
My Commission expires 7/16/2013

Dianne M. Woodford

commissioned name of notary public)

(Printed typed or stamped)



(Rev. 3/20/07)

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

Date: JULY 24, 2011

TOWN OF FORT MYERS BEACH WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

TOWN OF FORT MYERS BEACH SHALL CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A (e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A (e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.

PROVIDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: NATIVE OUTDOOR SERVICES, INC.
John A. Johnson PRESIDENT 7/24/2011
(Signature) (Title) (Date)

STATE OF Florida
COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 24th day of July, 2011, by JOHN A. JOHNSON who has produced
(Print or Type Name)

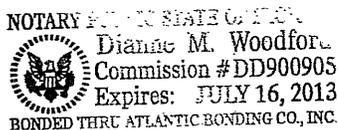
J525-461-62-134-0 as identification.
(Type of Identification and Number)

Dianne M. Woodford
Notary Public Signature

DIANNE M. WOODFORD
Printed Name of Notary Public

DD900905 / July 16, 2013
Notary Commission Number/Expiration

The signer of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.



Sub-Contractors

Pest Control

Can Eliminate Pest Control will be contracted to apply pesticides to ornamentals and turf. Richard Johnson is the owner of Can Eliminate Pest Control which was established here in Fort Myers in 1989. Richard's pest control career started in 1973 and he became certified in 1976. Specializing in native type plant material, Can Eliminate Pest Control has experience on all of the barrier islands including Ft. Myers Beach, Sanibel, Captiva and Pine Island. Can Eliminate Pest Control is aware of the environmental concerns and will safely apply the appropriate procedures and materials to control problem areas. Can Eliminate Pest Control can effectively manage many pest problems on shrubs and turf and works within the boundaries of stewardship and common sense.

Can Eliminate Pest
Richard Johnson
15353 Myrtle Street
Fort Myers, Florida 33908
Office: 239-466-7721

Irrigation

Automated Water Systems will provide irrigation repair services for the above ground irrigation system at the Mound House. Automated Water Systems will provide Native Outdoor Services, Inc. a proposal for any irrigation repairs which will be forwarded to the Town of Fort Myers Beach for approval prior to proceeding with repairs. Automated Water Systems was established in 1991. Terry E. Gilvar is owner of the company and has experience in the irrigation trade since 1975. Automated Water Systems is experienced in both residential and commercial irrigation installation, service and remodeling of existing systems. Terry's company performs services on Ft. Myers Beach, Sanibel, and Captiva.

Automated Water Systems, Inc,
Terry Gilvar
PO Box 151405
Cape Coral, Florida 33915-1405
Office: 239-772-3717

Sub-Contractors Continued

Tree Trimming

Lumberjacks Tree Service, Inc. will provide tree trimming services for all palm and hardwood trees. Dave Wallace is the owner of Lumberjacks Tree Service, Inc., which is a family-owned and operated full service tree trimming and stump removal company offering quality services to Lee, Collier and Charlotte counties since 1987. Dave Wallace was ISA certified in 1995 and has over 24 years of experience in the industry. Lumberjacks Tree Service, Inc. is certified for Mangrove trimming as well as exotic tree removal. All work being performed at The Mound House and Newton Park by Lumberjacks Tree Service, Inc. will be monitored by a representative from Native Outdoor Services, Inc.

Lumberjacks Tree Service
Dave Wallace
1830 Balsey Road
Alva Florida, 33920
Office: 239-872-4939

CONTRACTORS QUALIFICATION QUESTIONNAIRE
THIS FORM MUST BE SUBMITTED WITH PROPOSAL

Contractor must be certified by the State of Florida prior to bidding the type of work required by this project.

SUBMITTED BY: NATIVE OUTDOOR SERVICES, INC. () Individual
Name of Proposer

1917 PICCADILLY CIRCLE () Partnership
Street or PO Box

CAPE CORAL FL 33991 (x) Corporation
City, State & Zip Code

239-340-3216 () Joint Venture
Phone

The undersigned guarantees the truth and accuracy of all statements and all answers to questions hereinafter made.

1. Person to Contact: JOHN A. JOHNSON Title: PRESIDENT

Telephone Number: 239.340.3216

2. How many years has your organization been in business under your present name? 5 Year
Established: 2007 - JANUARY

3. Under what other names has your organization operated? NONE

4. List below the names, titles and addresses of officers, owners and partners:

<u>JOHN A. JOHNSON</u>	<u>CHRISTINE V. JOHNSON</u>
<u>PRESIDENT</u>	<u>VICE PRESIDENT</u>
<u>1917 PICCADILLY CIRCLE</u>	<u>1917 PICCADILLY CIRCLE</u>
<u>CAPE CORAL, FL 33991</u>	<u>CAPE CORAL, FL 33991</u>

5. Prepare a list as indicated on Table I – Completed Projects (attached) of the last five (5) projects of this type your organization has completed.

6. Prepare a list as indicated on Table II – Current Projects (attached) of projects of this type that your organization is currently engaged in.

7. Have you ever failed to complete any work awarded to you? NO

When? _____

Where? _____

Why? _____

8. Enclose a letter from your bonding company, attesting to your current bonding capacity along with the name, address and telephone number of agent. -N/A

9. Enclose a copy of your company's Certificate of Insurance. *SEE ATTACHED*

10. Provide the following information, if applicable. *COPIES ATTACHED*

Occupational License(s): *BT11-61750 (CAPE CORAL)* Date: *8/19/2010*

Business Tax Receipt: *0703478 (LEE COUNTY)* Date: *8/26/2010*

11. Attach a list of personnel, including key field superintendents and employees, anticipated assignments for this project, and their licenses and certifications. *SEE ATTACHED*

12. List types of work normally performed by your own forces:

FERTILIZE ORNAMENTALS, PALMS & TREES; GOLF COURSE AND LANDSCAPE CONSULTING; GRADING & SITE WORK; IRRIGATION MANAGEMENT; LANDSCAPE DESIGN; LANDSCAPE INSTALLATION & MAINTENANCE; MULCHING; NATIVE VEGETATION / SEASCAPE TRIMMING; SEASONAL COLOR DESIGN & INSTALLATION; STORM CLEAN-UP

13. Submit current credit report with proposal. *SEE ATTACHED*

14. Submit no less than three financial references:

SEE ATTACHED.

15. Name of Proposer: NATIVE OUTDOOR SERVICES, INC.

Address of Proposer: 1917 PICCADILLY CIRCLE ONE CORP, FL 33991

By: JOHN A. JOHNSON

Title: PRESIDENT

Witness of Attest: Christine O. Dumas

Date: 7/24/2011

Corporate Seal

Sworn to and subscribed before me this 24th day of July 2011.

Dianne M. Woodford
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
Dianne M. Woodford
Commission # DD900905
Expires: JULY 16, 2013
BONDED THROUGH THE BONDING CO., INC.
My Commission Expires

NOTE: IF A JOINT VENTURE, EACH CONTRACTOR MEMBER SHALL COMPLETE AN INDIVIDUAL CONTRACTORS QUALIFICATION QUESTIONNAIRE FORM.

RFP11-02-CR Cultural Facilities Landscape Maintenance

TABLE I – COMPLETED PROJECTS

PROJECT TITLE & LOCATION	YOUR CONTRACT AMOUNT	CONTRACTOR OR SUB	REQUIRED COMPLETION DATE	ACTUAL COMPLETION DATE	NAME, ADDRESS & PHONE #
Installed native plantings around homes on the beach	\$2,434		3/23/2011	4/2/2011	Beach Homes Association South Seas Island Resort 5400 Plantation Road Captiva, FL 33924 Steve Bruner 239-395-1656
Landscape renovation at private residence	\$4,051		3/31/2011	3/28/2011	Dana Goodell 11141 Harbour Yacht Circle Gulf Harbour Fort Myers, FL 33908 239-994-9602
Landscape design and installation of new residence	\$17,375		2/16/2011	2/11/2011	Robert Juve 857 San Carlos Blvd. Fort Myers Beach, FL 33931 612-916-0750
Trimming of native plants along beach berm	\$7,200		9/21/2010	9/17/2010	Beach Homes Association South Seas Island Resort 5400 Plantation Road Captiva, FL 33924 Steve Bruner 239-395-1656
Landscape design and installation of new residence	\$14,279		11/30/2009	11/10/2009	David Fry 11 Pearl Street Fort Myers Beach, FL 33931 239-498-8530

RFP-11-02-CR Cultural Facilities Landscape Maintenance

TABLE II – CURRENT PROJECTS

PROJECT TITLE & LOCATION	YOUR CONTRACT AMOUNT	CONTRACTOR OR SUB	REQUIRED COMPLETION DATE	ACTUAL COMPLETION DATE	NAME, ADDRESS & PHONE #
Various plantings around eight (8) condominium buildings	\$8,000		8/5/2011		Hilton Grand Vacations Company 5400 Plantation Road Captiva, FL 33924 Diane Russell 239-472-5111 ext. 3423
Install new plants and irrigation around adult pool and beach berm	\$6,500	Automated Water Systems, Inc. P.O. Box 151405 Cape Coral, FL 33915 Terry Gilvar 239-772-3717	8/15/2011		Sandpiper Resort 5550 Estero Blvd. Fort Myers Beach, FL 33931 Michael Lehman 610-659-9272
Install various citrus trees and renovation of irrigation system	\$3,250	Automated Water Systems, Inc. P.O. Box 151405 Cape Coral, FL 33915 Terry Gilvar 239-772-3717	None required by customer		Gary Goldstein 686 East Rocks Sanibel, FL 33957 410-268-0950
Install citrus tree	\$650		None required by customer		Ron Green 433 Lagoon Drive Sanibel, FL 33957 802-649-1983
Install new plants and palm trees; tree trimming	\$8,250		None required by customer		Richard Levinson 16201 Captiva Drive, Captiva Island, FL 33924 914-276-7800



LEE COUNTY LOCAL BUSINESS TAX RECEIPT 2010 - 2011

ACCOUNT NUMBER: 0703478

ACCOUNT EXPIRES SEPTEMBER 30, 2011

Location
1917 PICCADILLY CIR
CAPE CORAL FL 33991

NATIVE OUTDOOR SERVICES INC
JOHNSON JOHN A
1917 PICCADILLY CIR
CAPE CORAL FL 33991

May engage in the business of:
PROFESSIONAL LANDSCAPING COMPANY

The business and qualifier on this Business Tax Receipt is
"REGISTERED" in compliance with ordinance 08-08.

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

THIS IS NOT A BILL - DO NOT PAY

PAID 017607-218-1 08/26/10 11:33:53
DP500 \$50.00

CITY OF CAPE CORAL BUSINESS TAX RECEIPT

RECEIPT #: BT11-61750

City of Cape Coral -- 1015 Cultural Park Blvd -- Cape Coral Florida 33990 -- (239) 574-0430

This Receipt expires September 30, 2011 Visit our website at: www.capecoral.net

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
FAILURE TO DO SO IS CONTRARY TO LOCAL LAWS.

- THIS TAX IS NON REFUNDABLE -

Location: 1917 PICCADILLY CI
Phone: (239) 340-3216
Number of Employees: 0



NATIVE OUTDOOR SERVICES INC
JOHNSON JOHN A
1917 PICCADILLY CIR
CAPE CORAL, FL 33991-3167

Classification Code: 441
Classification:
LAWN & SHRUBBERY MAINTENA

Issued Date: 08/19/2010
Amount: \$48.00

This document is a business tax only. This is not certification that licensee is qualified. It does not permit the licensee to violate any existing regulatory zoning laws of the state, county or cities nor does it exempt the licensee from other taxes or permits that may be required by law.

Contractor's Qualification Questionnaire
Question #11

Employee Name	License and Certifications	Assignments
<p>John Johnson</p>	<p>State of Florida Department of Environmental Protection Best Management Practices GV11876-1</p> <p>City of Sanibel Vegetation Certificate of Competency 11-13657</p> <p>State of Florida Department of Agriculture and Consumer Services Agriculture Dealer's License 116760</p>	<p>Manage all aspects of the contract for the 2 facilities between Native Outdoor Services and the Town of Fort Myers Beach. Work closely with Manager to assure all maintenance activities are being carried out.</p>
<p>Vicki Miller</p>	<p>State of Florida Department of Environmental Protection Best Management Practices GV12320-1</p> <p>City of Sanibel Vegetation Certificate of Competency 11-13458</p>	<p>Makes periodic visits throughout the week and will be responsible for creating work schedules for both properties. Coordinate any special request from the Cultural Resources representative.</p>
<p>Tim Sylvester</p>	<p>State of Florida Department of Environmental Protection Best Management Practices GV12320-1</p> <p>City of Sanibel Vegetation Certificate of Competency 11-13955</p> <p>Department of Agriculture and Consumer Services Bureau of Entomology & Pest Control Limited Lawn and Ornamental Holder LL92008</p>	<p>Responsible for carrying out daily maintenance tasks for himself and the supervision of two other employees for the Mound House and Newton Park; on-site full time.</p>



CreditScoreSM Report

as of: 07/24/11 16:54 ET

Native Outdoor Services

Address: 1917 Piccadilly Cir
Cape Coral, FL 33991-3167
United States

Phone: 239-340-3210

Experian BIN: 866315771

Agent: Johnson John A

Agent Address: 1917 Piccadilly Circle
Cape Coral, FL

Key Personnel:

SIC Code:

Business Type:

Experian File Established:

Experian Years on File:

Years in Business:

Total Employees:

Sales:

Filing Data Provided by:

Date of Incorporation:

Partner: Christine V Johnson

8999-Services, Nec

Corporation

March 2007

4 Years

4 Years

2

\$160,000

Florida

01/26/2007

Current Days Beyond Terms (DBT): 0

Predicted DBT for 09/21/2011: 1

Average Industry DBT: 15

Payment Trend Indicator: Stable

Lowest 6 Month Balance: \$11,100

Highest 6 Month Balance: \$12,500

Current Total Account Balance: \$11,100

Highest Credit Amount Extended: \$14,800

Median Credit Amount Extended: \$1,750

Payment Tradelines (see charts):

UCC Filings: 6

77%

✓ **Businesses Scoring Worse:** 77%

✓ **Bankruptcies:** 0

✓ **Liens:** 0

✓ **Judgments Filed:** 0

✓ **Collections:** 0

Credit Summary

Credit Ranking Score: 77

High Risk



Low Risk

The objective of the Credit Ranking Score is to predict payment behavior. High Risk means that there is a significant probability of delinquent payment. Low Risk means that there is a good probability of on-time payment.

Key Score Factors:

- Number of current commercial accounts.
- Number of commercial inquiries in last 6 months.
- Risk associated with business' industry.

Recommended Action: Low Risk

Payment Summary

Financial References:

Regions Bank
Sara Pisciotta
1522 Cape Coral Pkwy. West
Cape Coral, FL 33914
239-945-2488
239-945-4339 (fax)

Florida Gulf Bank
Bill Turner
9101 College Pointe Circle
Fort Myers, FL 33919
239-437-4344
239-332-4987 (fax)

Bank of America
2536 Skyline Blvd.
Cape Coral, FL 33914
239-673-3008

Isuzu Finance of America, Inc.
23906 Network Place
Chicago, IL 60673-1239
866-914-9557
866-914-9558 (fax)



**City of Sanibel
Vegetation Certificate of
Competency**

FERTILIZER ENDORSEMENT

Competency Card #: 11-13657
License Holder: John Johnson
Business Name: Native Outdoor Services
Business Address: 1917 Piccadilly Cir.
City, State, Zip: Cape Coral, FL. 33991

**State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

John A. Johnson

GV11876-1

Certificate #

GV11876

Trainee ID #

**GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM**

State of Florida
Department of Agriculture and Consumer Services



Agricultural Dealer's License
Buyer Card

Adam H. Putnam
Commissioner

Issued to JOHN A. JOHNSON
Buyer for NATIVE OUTDOOR SERVICES, INC.
License # 116760
Effective Date 3/1/2011
Bond Amount \$14,000.00

Bureau of Agricultural Dealer's Licenses



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Claims Filed Against Licensed Dealers:
www.Florida-Agriculture.com/marketing/licensingclaims.htm

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Vicki A. Miller

GV12320-1

GV12320

Certificate #

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM



**City of Sanibel
Vegetation Certificate of
Competency**

FERTILIZER ENDORSEMENT

Competency Card #: 11-13458

License Holder: Vicki Miller

Business Name: Native Outdoor Services

Business Address: 1917 Piccadilly Cir.

City, State, Zip: Cape Coral, FL. 33991



City of Sanibel
Vegetation Certificate of
Competency

FERTILIZER ENDORSEMENT

Competency Card #: 11-13955
License Holder: Tim Sylvester
Business Name: Native Outdoor Services
Business Address: 1917 Piccadilly Cir.
City, State, Zip: Cape Coral, FL. 33991



CONDITIONS

EXPIRATION DATE: Sept. 30, 2011
RE-TEST DATE: 02/13/2013

LICENSE HOLDER MUST:

- *Renew license each year prior to expiration date
- *Retest every 5 years prior to the retest date
- *Inform the City of any address/phone number change

This license is non-transferable. A positive form of identification is required. This card is the property of the City of Sanibel. If found please return to City Hall, 800 Dunlop Road, Sanibel, Florida, 33957.

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

Date February 27, 2008 File No. LL92008 Expires March 31, 2012

THE LIMITED LAWN AND ORNAMENTAL HOLDER NAMED BELOW
 HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR
 THE PERIOD EXPIRING: March 31, 2012

TIMOTHY J SYLVESTER
 9589 HEMINGWAY LANE APT 4209
 FORT MYERS, FL 33913

Charles H. Bronson
 CHARLES H BRONSON, COMMISSIONER

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

TIMOTHY J SYLVESTER

LIMITED LAWN AND ORNAMENTAL HOLDER
 LL92008

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
 EXPIRING March 31, 2012

Signature
Charles H. Bronson
 COMMISSIONER

Wallet Card - Fold Here

BUREAU OF ENTOMOLOGY & PEST CONTROL
 1203 GOVERNOR'S SQUARE BLVD, STE 300
 TALLAHASSEE, FLORIDA 32301



TIMOTHY SYLVESTER has taken the Best Management Practice Course and exam on 12/16/2010 at the University of Florida I.F.A.S. Lee county Extension Service, 3406 Palm Beach Blvd. Fort Myers, Florida 33916. This is only a confirmation on having taken the B.M.P. exam. The results of the exam will be sent out in approximately 3 weeks.

Brian La Roche, Best Management Practice Coordinator, 239-533-7503

Brian La Roche

References

Beach Homes Homeowners Association

Steve Brunner
Plantation Boulevard
Captiva Island, Florida 33924
239-395-1656

Beach Villas III Condo Association

John Dickey
South Seas Plantation Road
Captiva Island, Florida 33924
239-851-2318

Lands' End Condo Association

Wayne Cunningham
1600 Lands End Village
Captiva Island, Florida 33924
239-222-5821

Seabreeze Condo Association

Richard Levinson
South Seas Plantation Road
Captiva Island, Florida 33957
914-310-3848

Tennis Villas Condo Association

Peter Tragone
Plantation Road
Captiva Island, Florida 33957
239-395-256

City of Sanibel

Matt Fannon
3880 Sanibel-Captiva Road
Sanibel Island, Florida 33957
239-472-0345

Gopher Walk Homeowners Association

Joel Kronfeld
Gopher Walk Way
Sanibel Island, Florida 33957
239-395-1722

Von Kohorn & Associates Inc.

Henry Von Kohorn
4155 West Gulf Drive
Sanibel Island, Florida
203-259-8000

Estate Management

Ken Suarez
3872 West Gulf Drive
Sanibel Island, Florida 33957
636-532-4254

Butterknife Homeowners Association

Joel Ospa
2154 Starfish Lane
Sanibel Island, Florida 33957
239-472-1522

Pink Shell Beach Resort

Bill Waichulis
275 Estero Boulevard
Fort Myers Beach, Florida 33931
239-463-8601

Sandpiper Beach Resort

Michael Lehman
5550 Estero Blvd.
Fort Myers Beach, Florida 33931
610-659-9272

Diamond Head Beach Resort

Stan Murawski
2000 Estero Boulevard
Fort Myers Beach, Florida 33931
239-765-7654

Fry Properties

David Fry
41 Pearl Street
Fort Myers Beach, Florida 33931
239-498-8530