

RESOLUTION 132 – 25

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AWARDED REQUEST FOR PROPOSAL NO. RPW2563KMR TO ESTABLISH A PREQUALIFIED LIST OF FIRMS TO PROVIDE LANDSCAPE MATERIALS AND SERVICES FOR THE CITY ON AN AS NEEDED BASIS; APPROVING MASTER SERVICE AGREEMENT NO. RPW2563KR-A WITH COCO TREE SERVICE CORP., MASTER SERVICE AGREEMENT NO. RPW2563KR-B WITH JOHN FIDELI LANDSCAPE, LLC, MASTER SERVICE AGREEMENT NO. RPW2563KR-C WITH P&T LAWN AND TRACTOR SERVICE, INC., MASTER SERVICE AGREEMENT NO. RPW2563KR-D WITH THE DAVEY TREE EXPERT COMPANY, MASTER SERVICE AGREEMENT NO. RPW2563KR-E WITH TONY'S LAWN AND LANDSCAPING, LLC, AND MASTER SERVICE AGREEMENT NO. RPW2538KR-F WITH VISUALSCAPE, INC., AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE TO EXECUTE THE MASTER SERVICE AGREEMENT(S), RENEWAL(S), WORK AUTHORIZATION(S) AND PURCHASE ORDER(S); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City issued Request for Proposal No. RPW2563KMR, to seek professional landscape contractors to provide material and services related to the installation of a new landscapes, refurbishments of existing landscapes, and citywide reforestation efforts within parks, greenspaces, right-of-way, and medians throughout the City on an as-needed basis; and

WHEREAS, the City received seven (7) responses; and

WHEREAS, a cross-functional technical evaluation team reviewed the proposals based on the firm's background and experience, licensees and certifications, qualifications of the firm or team, equipment, team management and ability to complete work, and prior experience with similar work or references, and it was recommended the City award a contract to the six firms who received at least 80 points out of the possible 100; and

WHEREAS, the City Manager recommends that the Mayor and City Council award Request for Proposal No. RPW2563KMR to the six firms who received at least 80 points out of the possible 100; and

WHEREAS, the terms of the contracts are for a period of three years, with the option to renew for two additional one-year periods; and

WHEREAS, WHEREAS, the City Manager recommends that the Mayor and City Council approve Contract No. RPW2563KMR -A with Coco Tree Service, Corp., Contract No. RPW2563KMR-B with John Fideli Landscapes, LLC, Contract No. RPW2563KMR-C with P&T Lawn and Tractor Service, Inc., Contract No. RPW2563KMR-D with The Davey Tree Expert Company, Contract No. RPW2563KMR-E with Tony's Lawn and Landscaping, LLC, and Contract No. RPW2563KMR-F with VisualScape, Inc., to provide landscape materials and services for the City on an as-needed basis.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AS FOLLOWS:

Section 1. The Mayor and City Council hereby award Request for Proposal No. RPW2563KMR to the six firms who received at least 80 points out of the possible 100 to establish a list of prequalified firms to provide landscape materials and services for the City on an as-needed basis.

Section 2. The Mayor and City Council hereby approve Contract No. RPW2563KMR -A with Coco Tree Service, Corp., Contract No. RPW2563KMR-B with John Fideli Landscapes, LLC, Contract No. RPW2563KMR-C with P&T Lawn and Tractor Service, Inc., Contract No. RPW2563KMR-D with The Davey Tree Expert Company, Contract No. RPW2563KMR-E with Tony's Lawn and Landscaping, LLC, and Contract No. RPW2563KMR-F with VisualScape, Inc., to provide landscape materials and services for the City on an as-needed basis. Copies of the Contracts are attached hereto as Exhibits 1 through 6.

Section 3. The Mayor and City Council hereby authorize the City Manager or their designee to execute the Contracts, purchase order(s) and renewal(s).

Section 4. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL,  
FLORIDA, AT THEIR REGULAR SESSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
JOHN GUNTER, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

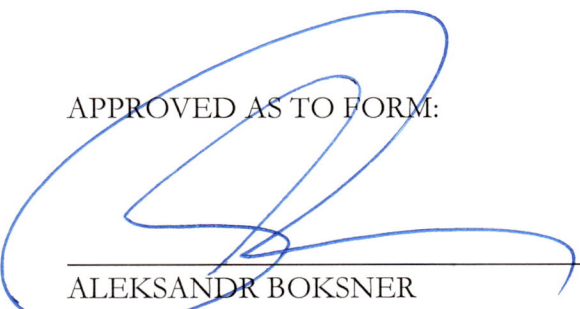

GUNTER \_\_\_\_\_  
STEINKE \_\_\_\_\_  
LEHMANN \_\_\_\_\_  
DONNELL \_\_\_\_\_

LA STRA \_\_\_\_\_  
KILRAINE \_\_\_\_\_  
LONG \_\_\_\_\_  
KADUK \_\_\_\_\_

ATTESTED TO AND FILED IN MY OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
2025.

\_\_\_\_\_  
KIMBERLY BRUNS  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ALEKSANDR BOKSNER  
CITY ATTORNEY  
res/RFP – Landscape Materials  




**MASTER SERVICE AGREEMENT  
#RPW2563KMR-A  
PROVIDE LANDSCAPE MATERIALS AND SERVICES**

THIS MASTER SERVICE AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 ("Effective Date") between Coco Tree Service Corp. ("Contractor") and the City of Cape Coral, Florida ("City"). Contractor and City are also referred to as "party" and collectively as the "parties". Subject to and in consideration of the mutual promises, conditions, and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **APPROVED VENDOR.** Upon execution of this Agreement and compliance with its terms, City agrees that Contractor shall be added to City's list of approved vendors for providing Landscape Materials and Services.
2. **WORK AUTHORIZATION.** From time to time, City may request services from Contractor. For each occasion on which Contractor is willing to provide requested services, the parties will enter into a work authorization ("Work Authorization" or "WA") which will describe the services to be performed and the period for performance and which will be substantially in the form attached hereto as Exhibit A. Contractor must notify City within 5 days if it accepts a Work Authorization, rejects a Work Authorization or requires changes to a Work Authorization. City may reject any acceptance or request for changes that City receives after the Work Authorization Offer Period has expired. The "Work Authorization" will be governed by and subject to the terms and conditions of this Agreement. Agreements or stipulations in any Work Authorization that are contrary to any term of this Agreement shall be void, unless Contractor and City have expressly agreed in writing that such agreement or stipulation shall supersede the terms of this Agreement.
3. **CONTRACT TERM.** The term of this agreement shall be for three (3) years from the effective date. The contract may be renewed for two additional, one-year periods, upon mutual agreement by the CITY and the CONTRACTOR.
4. **LABOR, EQUIPMENT, MATERIALS, SUPPLIES AND SERVICES**
  - a. Upon receipt of a mutually agreeable Work Authorization, Contractor shall begin furnishing the services according to the specifications and requirements of this Agreement and the Work Authorization.
  - b. All services rendered by Contractor hereunder shall be performed in accordance with industry standards. All materials and equipment furnished by Contractor in the performance of services hereunder shall be free from defects. Any of the materials, equipment, or services found to be defective shall be at Contractor's sole discretion, either removed, replaced, or corrected by Contractor without additional cost to City. Contractor shall not be liable for claims arising from or relating to latent or unknown defects.
5. **PAYMENTS:** CITY shall make payment, and CONTRACTOR shall be in receipt of all sums properly invoiced within thirty (30) days of the City's receipt of such invoice. CITY shall pay contract amount of such invoice within such thirty (30) day period. If CITY shall give such notice to the CONTRACTOR within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the CONTRACTOR the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the CONTRACTOR shall promptly refund to the CITY the amount of such overpayment.

Payments by Electronic Funds Transfer: All payments made by the City of Cape Coral, Florida will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer form. The form may be accessed on the City of Cape Coral website at:

<https://cms4files.revize.com/capecoralfl/Procurement/VENDOR%20EFT%20AUTHORIZATION%20-%20Updated%20Jan%202024.pdf>

Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information. The link below will take you to the City of Cape Coral vendor Registration page:

[https://www.capecoral.gov/department/financial\\_services/procurement/vendor\\_registration.php](https://www.capecoral.gov/department/financial_services/procurement/vendor_registration.php)

Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become register vendors and have the EFT payment form in place prior to the award of any contract.

6. **INDEPENDENT CONTRACTOR.** Contractor shall be deemed an independent contractor with respect to any and all work performed under this Agreement and any Work Authorization. It is the express understanding and

intention of the parties that no relationship of master and servant or principal and agent shall exist between City and the employees, agents, or representatives of Contractor or between the Contractor and the employees, agents, or representatives of City, by virtue of this Agreement.

7. **INGRESS AND EGRESS.** City shall secure for Contractor rights of ingress and egress to the tract of land on which the work to be performed is located. City shall advise Contractor of any limitations or restrictions to ingress and egress, and Contractor, its employees, agents, or subcontractors shall abide by such limitations and restrictions.
8. **COMPLIANCE WITH LAWS.** City and Contractor each agree to comply with all laws, rules, and regulations applicable to this Agreement or the performance of work hereunder. If either party is required to pay any fine or penalty resulting from the other party's violation of such laws, rules or regulations, the party who committed the direct violation shall immediately reimburse the other for any such payment.
9. **FORCE MAJEURE.** Except for the duty to make payments hereunder when due, and the indemnification provisions under this Agreement, neither City nor Contractor shall be responsible to the other for any delay, damage, or failure caused by or occasioned by a Force Majeure Event. As used in this Agreement, "Force Majeure Event" shall mean: Any act of God, act of nature or the elements, terrorism, insurrection, revolution or civil strife, piracy, civil war or hostile action, labor strikes, acts of public enemies, federal or state laws, rules and regulations of any governmental authorities having jurisdiction over the premises, inability to procure material, equipment, or necessary labor in the open market, acute and unusual labor, material, or equipment shortages, or any other causes (except financial) beyond the control of either party. Delays due to any of the above causes shall not be deemed to be a breach of or failure to perform under this Agreement. Neither City nor Contractor shall be required against its will to adjust any labor or other similar dispute except in accordance with applicable law.
9. **INTELLECTUAL PROPERTY.** Contractor retains all intellectual property rights in any property invented or composed in the course of or incident to the performance of Contractor's work required under this Agreement. City acquires no right or interest in any such intellectual property, by virtue of this Agreement or the work performed under this Agreement.
10. **INSURANCE.**
  - a. At all times during the term of this Agreement, Contractor shall, at its own expense, maintain with an insurance company or companies authorized to do business in the state where the work is to be performed, or through a funded or state approved self-insurance program, insurance coverage of the kind and in the minimum amounts listed in Exhibit B, which Exhibit is attached and incorporated into this Agreement.
  - b. Upon advance written notice, Contractor shall provide additional amounts or kinds of insurance as may reasonably be deemed necessary by City from time to time in response to the ongoing nature of operations and changes in exposure to loss, but only to the extent the insurance is commercially available.
11. **DAMAGE LIABILITY.** The awarded CONTRACTOR shall be responsible for all claims filed for damage to private property, windows, screen enclosures, real estate signs, etc. Additionally, the CONTRACTOR shall be responsible for damage to all public property or utility property, fire hydrants, catch basins, guy wires telephone pedestals, etc. Copies of all damage claims shall be submitted to the Procurement Division.
12. **INDEMNITY**
  - a. Contractor agrees to protect, defend, indemnify and hold harmless City, its officers, directors, employees or their invitees, and any working interest owner or non-City for whom City is obligated to perform services, from and against all claims, demands, and causes of action of every kind and character without limit arising out of Contractor's or its subcontractors' performance or nonperformance of this Agreement, except for such as may be caused by the negligence of City, its agents or employees. Contractor's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City. If it is judicially determined that the monetary limits of the insurance required hereunder or of the indemnities voluntarily assumed in this Paragraph (which Contractor and City hereby agree will be supported either by available liability insurance under which the insurer has no right of subrogation against the indemnitees, or voluntarily self-insured, in part or whole) exceed the maximum limits permitted under applicable law, it is agreed that said insurance requirements or indemnities shall automatically be amended to conform to the maximum monetary limits permitted under such law.
  - b. City and Contractor each waive any right to special, indirect and consequential damages against the other party hereto.

13. **RECORD RETENTION.** The awarded CONTRACTOR shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City of Cape Coral reserves the right to determine the record-keeping method in the event of non-conformity. If a Public Construction Bond is required records shall be maintained for ten (10) years, after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

Records of the Contractor's personnel, sub-consultants, and the costs pertaining to the Project shall be kept in accordance with generally accepted accounting practices. Contractor shall keep full and detailed accounts and financial records pertaining to the provision of services for the City. Prior to commencing work, Contractor shall review with and obtain the City's approval of the accounting procedures and records to be utilized by the Contractor on the Project. Contractor shall preserve the aforementioned Project records for a period of ten (10) years after final payment, or for such longer period as may be required by law.

The failure of Contractor to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Contract and the CITY shall enforce the Default in accordance with the provisions set forth. If an audit inspection or examination in accordance with this article discloses overpricing or overcharges to the CITY (of any nature) by Contractor and/or sub-contractor(s) the CITY shall be entitled to adjustment and reimbursement or recovery in the amount of such overpricing or overcharging. If the amount of the overpricing or overcharging is determined to be more than One Hundred Thousand and No/100 Dollars (\$100,000.00), in addition to adjusting for the overcharges, the reasonable actual cost of the CITY's audit shall be reimbursed to the CITY by Contractor. Any adjustments and/or payments which must be made because of any such audit or inspection of Contractor's invoices and/or record shall be made within a reasonable amount of time (not to exceed thirty (30) calendar days) from presentation of the CITY's findings to Contractor. This provision survives the expiration of this Agreement.

14. **TERMINATION OF WORK.** City may, upon ten (10) days advance written notice, in its sole discretion, terminate work covered by any Work Authorization issued hereunder. In such event, Contractor shall be paid at the applicable rates stipulated in Contractor's Rate Schedule or Bid or as the parties otherwise agree, for services rendered up to the date of such termination.
15. **TERM; CANCELLATION.** This Agreement shall remain in effect until cancelled by either party hereto by giving the other party ten (10) days written notice. If work then being performed pursuant to this Agreement or any Work Authorization extends past such ten (10) day period, then the cancellation shall not be effective until that work is completed.
16. **NOTICE.** Unless otherwise specified in this Agreement or any Work Authorization, any notice required under this Agreement shall be in writing, addressed as follows:

If to Contractor:

Josue Alvarado  
President  
3201 NW 24<sup>th</sup> St Rd, Suite 211  
Miami, FL 33142  
Email: coco@cocotreeservice.com

If to City:

Procurement Division  
Attn: Kelsey Reed  
PO Box 150027  
Cape Coral, FL 33915  
Email: kreed@capecoral.gov

17. **E-VERIFY VALIDATION.** As a condition precedent to entering into this CONTRACT and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**Contractor must include E-Verify Memorandum of Understanding (MOU) Verification document.**

18. **NO WAIVER.** No waiver by either party of any of the terms, provisions or conditions of this Agreement shall be effective unless the waiver is in writing and signed by an authorized representative of both parties.
19. **ASSIGNMENT.** Neither party shall assign this Agreement, either in whole or in part, without the express prior written consent of the other party hereto. Any such attempted assignment shall be void.

20. **SEVERABILITY.** In the event any provision of this Agreement is inconsistent with or contrary to any applicable law, rule, or regulation, the provision shall be deemed to be modified to the extent required to comply with the law, rule, or regulation, and this Agreement, as so modified, shall continue in full force and effect.
21. **GOVERNING LAW.** The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract, each party shall be responsible for its own reasonable costs and attorney's fees. The Parties hereby waive their respective right, title, or interest to a trial of any disputed issues or facts by a jury.
22. **EXHIBITS.** The following Exhibits are attached hereto and made a part of this Agreement for all purposes:  
  
Exhibit A – Sample Work Authorization Form  
Exhibit B - Insurance Requirements  
Exhibit C – Contract Documents
23. **OTHER CONTRACTS.** Unless the parties have expressly agreed otherwise, this Agreement shall not apply to, and shall not alter, modify or supersede any other written Agreement between the parties, whether such other Agreement was entered into before or after the Effective Date.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written. Both parties agree that a single original of this Agreement will be executed.

**CITY:**

City of Cape Coral  
  
By: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONTRACTOR:**

Coco Tree Service Corp.  
  
By: \_\_\_\_\_  
Printed name: Jose Alvarado  
Title: President

**CITY LEGAL REVIEW:**

9/12 AK 4.17.2025  
Aleksander Boksner Date  
City Attorney

**SAMPLE WORK AUTHORIZATION FORM**

This Work Authorization #(vendor initials-#), dated \_\_\_\_\_, 2025, is hereby issued pursuant to the Master Service Agreement for (Agreement Title) ("Agreement") #(agreement number), dated (date of agreement), between The City of Cape Coral, Florida ("CITY") and (vendor)("CONTRACTOR").

All terms used herein shall have the same meaning as defined in the Agreement unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth below, CITY and CONTRACTOR agree as follows:

The following exhibits are attached hereto and incorporated into this Work Authorization:

- EXHIBIT A      SCOPE OF SERVICES**
- EXHIBIT B      TECHNICAL SPECIFICATIONS AND PLANS**
- EXHIBIT C      COST PROPOSAL**

CITY hereby authorizes CONTRACTOR to provide the following services as follows:

1. **SPECIFIC SCOPE OF PROJECT:** Provide CONTRACTOR with further details than what is included with the agreement.
2. **CONTRACTOR DUTIES:** The scope of required services under the proposed work authorization shall include, but is not limited to the following:
  - a. **Technical Specifications and Plans:** Include any technical specifications and plans that the CONTRACTOR is required to do for this specific project.

**ARTICLE 2  
SCHEDULE**

The services under this Work Authorization shall commence by \_\_\_\_\_, and shall be completed by \_\_\_\_\_. A detailed services schedule is attached.

**ARTICLE 3  
COMPENSATION**

The compensation for the services under this Work Authorization shall be \$\_\_\_\_\_ as quoted by the CONTRACTOR.

The CONTRACTOR and the CITY agrees to the fee of xxxxxx dollars and xx cents. (\$xxxx.xx) for the cost of the project as specified in the attached EXHIBIT A.

**ARTICLE 4  
QUALIFICATIONS AND SPECIAL REQUIREMENTS**

The services to be provided under this Work Authorization are subject to the following special requirements and qualifications:

## EXHIBIT A - RPW2563KMR

List any special qualifications, licenses, crew numbers that are required for this project.

All terms and conditions of the Agreement shall remain in full force and effect unless waived or modified by an express provision of this Work Authorization.

### CITY

The City of Cape Coral, Florida

By: \_\_\_\_\_

Print Name: Mike Ilczyszyn

Its: City Manager

Date: \_\_\_\_\_

### CONTRACTOR

Vendor Name

By: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
USE OF AND RELIANCE BY THE  
City of Cape Coral ONLY:

By: \_\_\_\_\_

Aleksandr Boksner  
City Attorney



**PROJECT: Purchase of Landscape Materials and Services (RPW2563KMR)**

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The City reserves the right to request additional documentation regarding insurance provided.*

- a. Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 personal and advertising injury

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

\$1,000,000 combined single limit (CSL); or  
\$500,000 bodily injury per person  
\$1,000,000 bodily injury per accident  
\$500,000 property damage per accident

- c. Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

**Workers' Compensation:**

Statutory

**Employers' Liability will have minimum limits of:**

\$1,000,000 per accident  
\$1,000,000 disease limit  
\$1,000,000 disease – policy limit

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

**Verification of Coverage:**

- 1.** Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The "Certificate Holder" shall read as follows:**

City of Cape Coral  
P.O. Box 150027  
Cape Coral, Florida 33915-0027

- b. The "Description of Operations/Locations/Vehicles" shall read as follows:**

*"The City of Cape Coral is named as an Additional Insured with respect to the General Liability policy, including Products and Completed Operations coverage."*

**Special Requirements:**

- 1.** An appropriate "Indemnification" clause shall be made a provision of the contract.



**Project-Specific Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract for specific risks in addition to minimum requirements. The City reserves the right to request additional documentation regarding insurance provided.*

- **Pollution/Environmental Pollution Liability** – cover third parties against bodily injury and property damage caused by hazardous waste materials released during business operations, reimbursement of mandated off-site clean-up costs, and Legal costs to investigate or settle pollution-related claims. Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

*\*Minimum completed operations period—5 years for environmental services/work and site/dirt work (excavation, paving, landscaping, and digging).*





## COCO TREE SERVICE CORP

3201 NW. 24<sup>th</sup> Street Rd, Suite 211  
Miami, FL 33142  
Office: 305-960-7682

**REQUEST FOR PROPOSAL PROVIDE LANDSCAPE  
MATERIALS AND SERVICES. RPW2563KMR**

**Name of Firm:** Coco Tree Service Corp

**Adress:** 3201 NW 24<sup>TH</sup> ST RD SUITE 211 Miami, FI 33142

**Telephone Number:** 305-960-7682

**Contact person:** Josue Alvarado

**Email Adress:** coco@cocotreeservice.com

**Submittal Date:** 03/25/2025

**Corporate authority to sign for the business:** Josue

Alvarado



# COCO TREE SERVICE CORP

3201 NW. 24<sup>th</sup> Street Rd, Suite 211  
Miami, FL 33142  
Office: 305-960-7682

## Letter of Interest

*We are one the most experienced and professional tree services and landscape company in Florida with over 13 years of experience, we are certified arborists that love nature. Coco Tree Service staff included well qualified and talented key personnel. Our staff members work diligently to ensure that our customers' needs are met to the fullest. Our mission it's to improve the conditions of the plants and the quality of life of our clients*

### **Company licenses and certifications:**

- ISA CERTIFIED ARBORIST
- BROWARD COUNTY CLASS B TREE TRIMMER LICENSE
- FNGLA CERTIFIED LANDSCAPE INSPECTOR
- FNGLA CERTIFIED LANDSCAPE CONTRACTOR
- FDOT MOT (MAINTENANCE OF TRAFFIC)
- PEST CONTROL
- LTD COMMERCIAL FERTILIZER
- RUPs PESTICIDE
- BMP CERTIFICATION
- IRRIGATION LICENSE
- FNGLA MEMBER
- TCIA MEMBER



## COCO TREE SERVICE CORP

3201 NW. 24<sup>th</sup> Street Rd, Suite 211  
Miami, FL 33142  
Office: 305-960-7682

We would like to have the opportunity of providing our services to city of cape coral, as we do for other cities. we have experience in all the services describe on this solicitation. Our company counts with all the licenses and qualified staff to perform the work in a timely and professional manner. the person authorized to make representations for our firm will be Josue Alvarado with telephone number 305-728-9445.

Sincerely, Josue Alvarado

Coco Tree Service Corp, President.

A handwritten signature in black ink, appearing to be "J. Alvarado", written below the typed name.





## COCO TREE SERVICE CORP

3201 NW. 24<sup>th</sup> Street Rd, Suite 211  
Miami, FL 33142  
Office: 305-960-7682

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## COCO TREE SERVICE CORP

3201 NW. 24<sup>th</sup> Street Rd, Suite 211  
Miami, FL 33142  
Office: 305-960-7682

### **4. Company Background and Experience**

4.1 Our company has 13 years of experience in the field of tree services and landscaping, we count with a well-organized and trained staff to fulfill our clients' expectations. Our office it is located in Miami Dade County

4.2 Our business was founded since 2011, its owner and current president its Josue Alvarado. We have been performing services related with tree removal for a variety of clients for many years including governmental agencies.

4.3 Our company counts with the necessary manpower and equipment to perform the work describe on this solicitation. Our approach is about organization and using the most effective method based on the clients' priorities and the time required to do the work in order to maximize results.

4.4 Our company uses standard operating procedures for the job describe on this solicitation to optimize results by making a plan, preparing the site and using safety equipment indicated by OSHA and in compliance with ANSI 300 standard practices.





## COCO TREE SERVICE CORP

3201 NW. 24<sup>th</sup> Street Rd, Suite 211  
Miami, FL 33142  
Office: 305-960-7682

4.5- Principal and Key Personnel assigned for the duration of the contract:

Josue Alvarado: Company President and authorized person to make decision on contract.

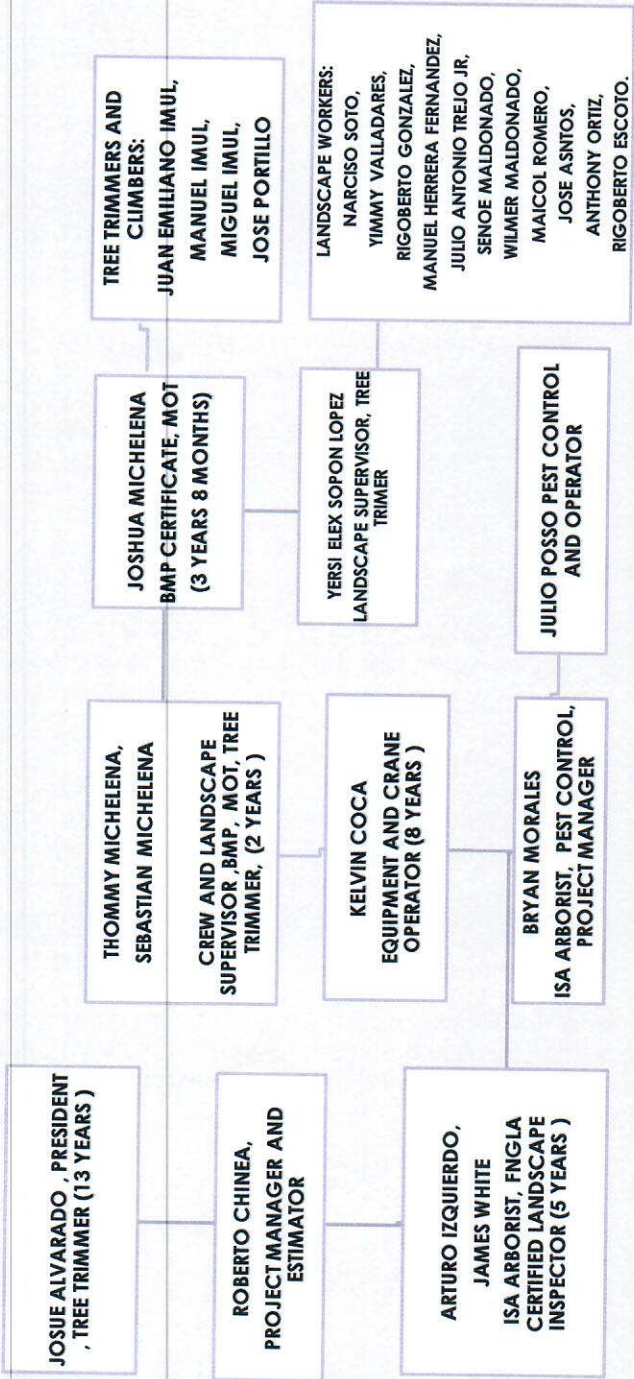
Bryan Morales: Project manager and ISA Arborist

4.7- Our firm will performed 100% of the work .

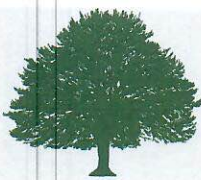


COCO TREE SERVICE CORP  
3201 NW 24TH ST RD SUITE 211  
MIAMI, FL 33142.

COMPANY PERSONNEL CHART







# BRYAN MORALES

## CONTACT

- 📞 305 338 8913
- 📍 Miami, Florida
- ✉ moralesconsulting7@yahoo.com
- 🏠 morales.cocotreeservice@gmail.com

## SKILLS

- Project Management
- Urban forestry and arboriculture
- Experienced in tree risk assessments
- Proficient in GIS & project proposals
- Landscape Design & Installation
- Reading and interpreting landscape design plans
- Florida-friendly landscaping and sustainable practices
- Irrigation management and enhancement projects
- Tree health assessment and maintenance
- Stormwater management and soil conservation
- Community engagement and public education
- Regulatory compliance and safety protocols

## EDUCATION

### CERTIFIED ARBORIST

International Society of Arboriculture  
Arborist Certification Number FL -10225A

### CERTIFIED LANDSCAPE TECHNICIAN

Florida Nursery, Growers &  
Landscape Association  
Landscape Technician  
Certification Number T- 9362018

### FLORIDA FRIENDLY LANDSCAPING

GIBMP Certification #GV928452-1

### FLORIDA COMMERCIAL APPLICATOR LICENSEE

FDACS License #CM28914

- Turf and Ornamental
- Natural Areas
- Aquatics

## ABOUT ME

Highly skilled Certified Arborist and Landscape Technician with over 15 years of expertise in botany, forestry, landscape design, and large-scale project management. Experienced in conducting tree risk assessments, interpreting landscape plans, and implementing Florida-friendly landscaping practices. Proven leader in managing diverse teams, including irrigation and enhancement crews, to deliver projects that enhance municipal green spaces, improve urban aesthetics, and promote environmental sustainability. Adept at collaborating with city officials, contractors, and community stakeholders to execute impactful projects that balance functionality, aesthetics, and ecological responsibility.

## WORK EXPERIENCE

### COCO TREE SERVICE CORP.

Senior Lead Arborist, Project Manager  
2024 - Present

- Managed multiple tree service projects, ensuring efficiency, budget compliance, and client satisfaction.
- The primary client liaison, providing expert consultations, addressing concerns, and recommending best practices for tree health and maintenance.
- Oversee all arboricultural operations, ensuring the health, safety, and maintenance of urban and private landscapes.
- Managed teams, conducted tree risk assessments, and implemented best practices in tree care, preservation, and removal.
- Collaborated with clients and stakeholders to develop sustainable tree management plans while ensuring compliance with industry standards and local regulations.

### ARBORIST, PROJECT MANAGER

City of Miami  
2023 - 2024

- Provided technical expertise on arboricultural practices, tree preservation, and green infrastructure.
- Skilled in identifying biotic and abiotic factors affecting tree health and implementing appropriate management solutions.
- Manage project timelines, budgets, and resources, ensuring the successful delivery of projects within scope and deadlines.
- Collaborate with city planners, architects, and environmental specialists to design and implement sustainable, eco-friendly urban spaces.
- Conduct tree health assessments, tree planting, and maintenance strategies for city and residential areas to promote biodiversity and improve air quality.

### LANDSCAPE ENHANCEMENT MANAGER

SFM, LANDSCAPE SERVICES LLC.  
2020 -2023

- Directed and managed large-scale urban forestry projects, enhancing green spaces across municipal landscapes.
- Applied advanced landscape design principles to develop functional, aesthetic green spaces that harmonized with Miami's urban infrastructure.
- Performed tree health assessments and removals while adhering to safety protocols.
- Collaborated with city officials, contractors, and residents to ensure project alignment with community goals.
- Read and interpreted landscape design plans ensuring accurate execution of project specifications.





BRYAN MORALES

FLORIDA FRIENDLY  
LANDSCAPING PROGRAM

UF IFAS Extension, Green Industries  
Best Management Program  
Certification Number GV 928452-1

MIAMI DADE COLLEGE

Associate Credits Earned

MIAMI KILLIAN SR. HIGH

Highschool Diploma

PALM AVENUE FARM & GARDEN

Lead Cultivation Manager  
2009 - 2020

- Led custom enhancement projects that revitalized public spaces, boosting functionality and aesthetic value.
- Managed and oversaw all aspects of cultivation for a diverse range of plants, ensuring optimal growth and health across multiple growing cycles.
- Developed and implemented efficient cultivation strategies to improve yield, quality, and sustainability of plant production.
- Directed a team of cultivation staff, providing training, supervision, and guidance to ensure best practices in plant care and farm operations.
- Monitored soil conditions, irrigation systems, and pest management to maintain the health of crops and ensure compliance with agricultural standards.
- Trained and supervised teams in arboricultural techniques, ensuring high-quality work and safety compliance.



T-9362018



GV928452-1



355724



FL-10225A



133850



CM28914



# COCO TREE SERVICE CORP

3201 NW. 24<sup>th</sup> Street Rd, Suite 211  
Miami, FL 33142  
Office: 305-960-7682

**Company Certifications and Staff:**

Certification/License Category	Holder Name	License or certification number
ISA Arborist	Bryan Morales	FL-10225A
	James White	MI-4398-A
	Arturo Izquierdo	FI-6380-A
FNGLA certified Landscape technician	BRYAN  MORALES  Arturo Izquierdo	T9362018  T00431



FNGLA Certified Landscape Contractor	Arturo Izquierdo	C00328
Broward County tree trimmer license	Josue Alvarado	B-1084
Broward County tree trimming certificate of completion	Sebastian Michelena Joshua Alvarado	N/A
FDOT (TTC) Temporary traffic Control	Joshua Alvarado  Sebastian Michelena Kelvin Coca Garcia	73380  609347 625249

Pesticide Commercial applicator license	Bryan Morales Paul, I Sands	CM28914 CM23229
Pest Control Lawn and Ornamental	Julio Cesar Posso	JB249118



## COCO TREE SERVICE CORP

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### 6. Understanding and Approach

**1.compliance with standards:** our company will be in compliance with OSHA, FEMA and ANSI standards to perform the work described on this solicitation

**2.equipment and materials:** we will provide all the equipment necessary to perform the landscape and tree maintenance such as, bucket truck, dump trucks, chippers, chain saws, trimmers etc. all the equipment used to do the work will have a good appearance and in compliance with osha standards also, the materials provided such as fertilizer, pesticides and herbicides will be high quality and approved by the city

**3. fertilization, pesticides, and disease pest control:** palms will be fertilized four times a year, the trees 5" caliber or under will be fertilized three times a year. the fertilizer uses as requested on this solicitation will be a complete slow-release fertilizer with minor elements and apply by a certified and license pest control employee. For disease and pest control we will apply wetting agent as required to eradicate infestations also, to keep the turf free of weeds Ronstar will be apply the first two weeks of May and October. A soil test will be performed 4 times a year on turf areas to determinate any nutrient deficiency

**4.tree maintenance care:** palms and tree services will be done by qualified and license staff under the supervision of our company certified arborist on each location as specified on this solicitation four times a year, tree pruning and cutting will be in compliance with the American national standards institute (ANSI) A300 standards for tree care operations. Trees and palms will be maintained in a healthy safe and attractive condition all the time. Also, we will report any dead tree to the city immediately.

**5. irrigation system maintenance and watering:** before starting the contract, our company will conduct a full inspection of all irrigation systems and report to



the city any deficiencies or malfunction. Also, a license irrigation technician will be in charge five days a week of checking irrigation system, setting and adjusting the timers to ensure proper watering of all plant material in the landscape. A full wet inspections will be performing once a month which will include fully operating all the irrigation zones.

**6. Purchase and delivery of ground cover plant material,** trees and palms. Our company will make sure that all plant material purchase will be in good conditions

**7. emergency response and services:** our company will provide a quick response during a emergency in compliance with FEMA policy in removing trees, palms on public property and any other work as instructed by the city. also, during emergencies will be available on call 24 hours the 7 days of the week.



## COCO TREE SERVICE CORP

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### 7. Qualification of the Firm or Team

7.2 Project manager (5 years of experience) managing landscaping services.

- Doral City Center- Landscape design and installation 2020
- Shops at Merrick Park- Landscape Installation Project Manager 2023
- Lincoln Rd Miami Beach- Landscape Installation and Maintenance 2023
- Brickell Ave Corridor- Landscape Enhancement Manager 2024
- City of Miami- Biscayne Blvd Corridor Project Manager 2024
- City of Miami- District 3 Urban Forestry Project Manager 2025



## COCO TREE SERVICE CORP

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### **8.Team Management and Ability to complete Work**

#### 8.1 Proposed team

- Josue Alvarado: President and Authorized person to make decision on contract
- Bryan Morales: ISA arborist, landscape technician, and project manager
- Kelvin Coca: machinery and equipment operator
- Dimelza Perestelo: Office Administration
- Tommy Michelena: BMP and crew supervisor
- Sebastian Michelena: MOT and Tree trimmer
- Julio Posso: Pest Control

Other team members will add it based on size and scope of work.

8.2 Office location: 3201 NW 24<sup>th</sup> ST Rd Suite 211 Miami, FI 33142.

8.3 All of our staff members are well trained and certified to provide the services requested on this RFP, see organizational chart and licenses attached.

8.4 – see equipment list attached



8.4 – see equipment list attached

8.5. Our company counts with an extensive manpower and certified supervisors, so current workload will not interfere with any project awarded in the future related with this solicitation.



# COCO TREE SERVICE

3201 NW. 24<sup>th</sup> Street Rd, Suite 211  
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## EQUIPMENT LIST

Quantity	Equipment	Make & Model	Serial No.	No. Years Owned or Leased
1	Tractor	Tractor Scag 61"	f5900777	Owned
1	Tractor	Tractor Honda 21"	S-M2C91173141	Owned
1	Tractor	Tractor Toro 32"	316000325	Owned
1	Tractor	Tractor Scag 61"	G-4780204	Owned
1	Tractor	Tractor Bob Cat	S-9426325295	Owned
1	Tractor	Tractor Scag 61"	STT62V77CH	Owned
1	Tractor	Tractor Bob Cat 48"	S-9426310295	Owned
1	Lawnmowers	Gran Stand	SN-316111208	Owned
1	Tractor	Tractor Toro 32"	3009227000405	Owned
1	Lawnmowers	Gran Stand	SN-40126067	Owned
1	Tractor	Tractor Toro 52"	2800008408	Owned
1	Pressure Cleaner	TOL 3000 PSI Pressure Cleaner	SN-1008206001	Owned
1	SPRAYER	GAL Honda 50 SPRAYER	K12557	Owned
1	Saw	STETS 400-14 STIHL CUTQUIKS Concrete Saw	177427635	Owned
1	Generator	HOEEU20001 2000 Watt Generator	SN-EAAJ-1806638	Owned
1	Trimmer	Stihl Hedge Trimmer	SN-512725865	Owned
1	Trimmer	Stihl Hedge Trimmer	SN-512725888	Owned
1	Edger	Stihl EDGER	SN- 512725697	Owned
1	Trimmer	Stihl Trimmer HL-91 K	S-514060019	Owned
1	Trimmer	Stihl Trimmer HL-94 K	S-513200803	Owned
1	Chain Saw	Stihl Chain Saw	SN-183000830	Owned
1	Edger	Sthil Edger	SN-512909939	Owned
1	Mower Deck	ZM 60 500 RD DECK	SN-400025467	Owned





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Miami, FL 33142  
Office: 305-960-7682

## EQUIPMENT LIST

Quantity	Equipment	Make & Model	Serial No.	No. Years Owned or Leased
1	Mower Deck	ZM 60 500 RD DECK	SN-400055472	Owned
1	Stump Grinder	Veermar SC382 AWD JOYSTICKS	SN-1VRU112B9L1001035	Owned
1	Excavator	John Deere Excavator 350 G	1FF350GXACE808764	Owned
1	Skid Steer	Skid Steer Bodcat	S175530113496	Owned
1	Excavator	John Deere Excavator 85 G	1FF085GXLNJ023857	Owned
1	Compact Track Loader	John Deere Compact Track Loader 333G	1T0333GMPPF434616	Owned
1	Track Mower Tractor	John Deere 636M- Z Track Mower Tractor	1TC636MGTNT100535	Owned
1	Compact Excavator	John Deere 35G Compact Excavator	1FF035GXKNK298727	Owned
1	Track Mower	John Deere Z950 Z Track Mower	1TC950MDTNT120150	Owned
1	Compact Excavator	John Deere 17G Compact Excavator	1FF017GXJNK233279	Owned
1	Rotary Flaul Cutter	John Deere 4150 Rotary Flaul Cutter	4150-42139	Owned
1	Rotary Flaul Cutter	John Deere RX84 Rotary Flaul Cutter	1TORX84XPN0000383	Owned
1	Grapple	John Deere GR84 Grapple	1TOGR84BAN0001952	Owned
1	Chipper	John Deere 1046 Chipper	137892	Owned
1	Mulcher	John Deere ME36 Mulcher	1TOME36XPM0000009	Owned
8	Lawnmowers	Toro 6000 60"		Owned
8	Truck	Isuzu NPR HD		Owned



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## EQUIPMENT LIST

Quantity	Equipment	Make & Model	Serial No.	No. Years Owned or Leased
3	Tractor	Kubota 15" MS031		Owned
23	Weed Killer	MS 270		Owned
16	Trimmer	Stihl FS 91R		Owned
4	Bucket Truck	Ford f 750 Super Duty 60"		Owned
3	Chipper	Veermeer 1000		Owned
3	Grapple Truck	Mack Granite		Owned
4	Dump Truck	GMC 7500 30 Yards		Owned
6	Pick Up Truck	Ford F350		Owned
4	Gator	John Deere		Owned
4	RTV	Kubota RTV 900		Owned
1	Water Tank	F750 500 Gallons		Owned
4	Lawnmowers	Toro GROUNDMASTER 4700-D		Owned
4	Lawnmowers	61"37HP Vangurd Turf Tiger Elect		Owned
5	Blowers	Billy Goat Z3000		Owned
12	Trailer	Trailer 7X16X6FT5IN		Owned
10	Chain Saw	MS311 Chain Saw		Owned
3	Sprayer	50 GAL Aluminum Frame Sprayer		Owned
1	Pick Up Truck with Landscaping Trailer	2024 Ford F550		Owned
1	Pick Up Truck with Landscaping Trailer	2024 Ford F-350		Owned





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## EQUIPMENT LIST

Quantity	Equipment	Make & Model	Serial No.	No. Years Owned or Leased
1	Pick Up Truck with Landscaping Trailer	2023 Toyota Tacoma TRD		Owned
1	Pick Up Truck with Landscaping Trailer	2023 Toyota Tacoma SR		Owned
1	Water Truck	Keystone CCTRR01EFA		Owned
1	Water Truck	Keystone CCTRR02EFA		Owned
1	Water Truck	Keystone CCTRR03EFA		Owned

**TABLE II – CURRENT PROJECTS**

PROJECT TITLE & LOCATION	YOUR CONTRACT AMOUNT	CONTRACTOR OR SUB	REQUIRED COMPLETION DATE	ACTUAL COMPLETION DATE	NAME, ADDRESS & PHONE #
KA04-277 Tree Removal Miami Dade	\$200,000	Contractor	on going project	unknown	Aristine Alvarez 10775 SW 84 ST Miami FL 33173 305-270-2984
EN0034600 Removal Services Miami Dade	\$250,000 - \$5 per sq ft	Contractor	on going project	unknown	Maria Esther Mateo 111 NW 1st ST Miami FL 305-375-1911
Proville Esplanade City of Miami Beach	\$10,600	Contractor	on going project	unknown	Dalga Davidson 1700 Convention Center St Miami Beach FL 33139
FDOT 14633 Rd 14 Beach 1-95	\$191,800	Contractor	on going project	unknown	Andrew Rodriguez 14291 SW 120th ST Miami FL 33196 305-503-0479
City of North Miami Beach	\$8,300	Contractor	on going project	unknown	Carlos Carranza 19150 NW 84th Ave Miami FL 33169 786-586-8395





Reference surveys submitted should be no more than twelve (12) months old. Please clearly identify the project name and number the reference is being submitted for.

CITY OF CAPE CORAL PROJECT NAME: BED Provide Landscape Material & Services Project # RPW2563K M12

Respondent Information: **Please Return Completed Form with bid/proposal submittal.**

NAME:	<u>Josue Alvarado</u>	
TITLE:	<u>President</u>	
COMPANY:	<u>Coco Tree Service Corp.</u>	
EMAIL:	<u>coco@cocotreeservice.com</u>	PHONE # <u>305-960-7682</u>

BIDDER/PROPOSER TO ENTER DETAILS OF A PROJECT PERFORMED FOR ABOVE REFERENCE RESPONDANT) If applicable, Submit references for projects of similar scope and size as the project being bid upon.

Reference Name:	<u>Alfredo Rivero</u>	Reference Title:	<u>Superintendent</u>
Reference Email:	<u>Alfredo.rivero@miamidade.gov</u>	Reference Phone #:	<u>305-270-1791</u>
Reference Project Name:	<u>Courtyards Parks Pruning</u>	Project Address:	<u></u>
Summarize Scope:	<u>Tree pruning on parks and debris disposal</u>		
		Project Cost:	<u>\$136,050</u>

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses to the question below. Indicate: "yes" or "no"

1. Did this company have the proper resources and personnel by which to get the job done?	<u>yes</u>
2. Were problems encountered with the company's work performance?	<u>no</u>
3. Were change orders or contract amendments issued, other than owner initiated?	<u>no</u>
4. Was the job completed on time?	<u>yes</u>
5. Was the job completed within budget?	<u>yes</u>
6. On a scale of 1-10, with 10 being the best, how would you rate the overall work performance including professionalism; final product; personnel; resources.	<u>10</u>
7. Would you rehire this company for future work?	

Please provide any additional comments you deem important regarding this company and their work performed.

Work was completed as expected

Please submit non-City of Cape Coral employees as references. 305-270-1791

Reference Name (Print)	<u>Alfredo Rivero</u>	<u>Miami Dade Parks, Recreation and open spaces</u>
Reference Signature	<u>Alfredo Rivero</u>	Date <u>3/25/25</u>





Reference surveys submitted should be no more than twelve (12) months old. Please clearly identify the project name and number the reference is being submitted for.

CITY OF CAPE CORAL PROJECT NAME: RFP Provide landscape material <sup>ES 20005</sup> Project #: RPW2563 KMR.

Respondent Information:

**Please Return Completed Form with bid/proposal submittal.**

NAME: Josue Alvarado

TITLE: President

COMPANY: Coco Tree Service Corp

EMAIL: coco@cocotreeservice.com

PHONE # 305-960-7682

BIDDER/PROPOSER TO ENTER DETAILS OF A PROJECT PERFORMED FOR ABOVE REFERENCE RESPONDANT) If applicable, Submit references for projects of similar scope and size as the project being bid upon.

Reference Name:	<u>MICHAEL ATKIN</u>	Reference Title:	<u>URBAN FORESTER</u>
Reference Email:	<u>miamibeach</u> <u>michaelatkin@fl.gov</u>	Reference Phone #:	<u>(786) 774-7260</u>
Reference Project Name:	<u>CALOPHYLLUM PRUNING</u>	Project Address:	<u>MERIDIAN AVENUE, COMB</u>
		Project Cost:	<u>\$60,800.00</u>
Summarize Scope: <u>Trim All CALOPHYLLUMS ALONG MERIDIAN AVENUE FROM</u> <u>2nd STREET TO 15th STREET</u>			

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses to the question below.

Indicate: "yes" or "no"

1. Did this company have the proper resources and personnel by which to get the job done?	<u>Yes</u>
2. Were problems encountered with the company's work performance?	<u>No</u>
3. Were change orders or contract amendments issued, other than owner initiated?	<u>No</u>
4. Was the job completed on time?	<u>Yes</u>
5. Was the job completed within budget?	<u>Yes</u>
6. On a scale of 1-10, with 10 being the best, how would you rate the overall work performance including professionalism; final product; personnel; resources.	<u>8</u>
7. Would you rehire this company for future work?	<u>Yes</u>
Please provide any additional comments you deem important regarding this company and their work performed.	

Please submit non-City of Cape Coral employees as references.

<u>MICHAEL ATKIN</u>	
Reference Name (Print)	
<u>[Signature]</u>	
Reference Signature	<u>3-23-25</u>
	Date





Reference surveys submitted should be no more than twelve (12) months old. Please clearly identify the project name and number the reference is being submitted for.

CITY OF CAPE CORAL PROJECT NAME: Request for Proposal Landscape Materials Project #: RPW2563 KMR

Respondent Information: **Please Return Completed Form with bid/proposal submittal.**

NAME:	<u>Josue Alvarado</u>		
TITLE:	<u>President</u>		
COMPANY:	<u>Coco Tree Service Corp</u>		
EMAIL:	<u>coco@cocotreeservice.com</u>	PHONE #	<u>305-940-7482</u>

BIDDER/PROPOSER TO ENTER DETAILS OF A PROJECT PERFORMED FOR ABOVE REFERENCE RESPONDANT) If applicable, Submit references for projects of similar scope and size as the project being bid upon.

Reference Name:	<u>Aaron Wilbur</u>	Reference Title:	<u>Partner</u>
Reference Email:	<u>awilbur@colteur-hearing.com</u>	Reference Phone #:	<u>561-406-1011</u>
Reference Project Name:	Project Address:		Project Cost:
<u>SR 9/I-95 at SW High Meadows Ave Interchange</u>	<u>Intersections of I-95 &amp; SW High Meadows Ave.</u>		<u>\$1,156,000.00</u>
Summarize Scope: <u>Selective Clearing and Grubbing of Invasive Exotic Vegetation throughout the project site and sensitive wetland areas, clearing and grubbing of the interchange side slopes, site grading, hydroseeding, landscape installation, and maintenance.</u>			

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses to the question below. Indicate: "yes" or "no"

1. Did this company have the proper resources and personnel by which to get the job done?	yes
2. Were problems encountered with the company's work performance?	no
3. Were change orders or contract amendments issued, other than owner initiated?	no
4. Was the job completed on time?	yes
5. Was the job completed within budget?	yes
6. On a scale of 1-10, with 10 being the best, how would you rate the overall work performance including professionalism; final product; personnel; resources.	10
7. Would you rehire this company for future work?	yes

Please provide any additional comments you deem important regarding this company and their work performed.  
Good coordination and responsiveness of project manager. Took and responded to directions well. Worked with the project team to deliver a complete and successful project.

Please submit non-City of Cape Coral employees as references.

Aaron Wilbur	
Reference Name (Print)	
<u>Aaron Wilbur</u>	3/21/2025
Reference Signature	Date





Reference surveys submitted should be no more than twelve (12) months old. Please clearly identify the project name and number the reference is being submitted for.

CITY OF CAPE CORAL PROJECT NAME: RFP Provide landscape materials & services Project #: RPW2563-MR

Respondent Information: **Please Return Completed Form with bid/proposal submittal.**

NAME:	<u>Josue Alvarado</u>		
TITLE:	<u>President</u>		
COMPANY:	<u>Coco Tree Service Corp</u>		
EMAIL:	<u>coco@cocotreeservice.com</u>	PHONE #	<u>305-960-7682</u>

BIDDER/PROPOSER TO ENTER DETAILS OF A PROJECT PERFORMED FOR ABOVE REFERENCE RESPONDANT) If applicable, Submit references for projects of similar scope and size as the project being bid upon.

Reference Name:	<u>James Duncan</u>	Reference Title:	<u>Chief of Urban Trees and F</u>
Reference Email:	<u>duncaj@miamidade.gov</u>	Reference Phone #:	<u>305-372-6510</u>
Reference Project Name:	<u>North Dade Justice Center planting</u>	Project Address:	<u>15555 Biscayne Blvd, north Miami</u>
		Project Cost:	<u>45,000</u>
Summarize Scope:	<u>Planting of trees and shrubs including a section that is targeted for reforestation.</u>		

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses to the question below.

Indicate: "yes" or "no"

1. Did this company have the proper resources and personnel by which to get the job done?	<u>Yes</u>
2. Were problems encountered with the company's work performance?	<u>No</u>
3. Were change orders or contract amendments issued, other than owner initiated?	<u>Yes</u>
4. Was the job completed on time?	<u>Yes</u>
5. Was the job completed within budget?	<u>Yes</u>
6. On a scale of 1-10, with 10 being the best, how would you rate the overall work performance including professionalism; final product; personnel; resources.	<u>10</u>
7. Would you rehire this company for future work?	<u>Yes</u>

Please provide any additional comments you deem important regarding this company and their work performed. Change orders were issued only to add services because they did such a good job.

Please submit non-City of Cape Coral employees as references.

James Duncan	
Reference Name (Print)	
Reference Signature	<u>3/24/25</u>
	Date





Reference surveys submitted should be no more than twelve (12) months old. Please clearly identify the project name and number the reference is being submitted for.

CITY OF CAPE CORAL PROJECT NAME: RFP Provide Landscape Materials & Services Project #: RPW2563KMR

Respondent Information: **Please Return Completed Form with bid/proposal submittal.**

NAME:	<u>Josue Alvarado</u>		
TITLE:	<u>President</u>		
COMPANY:	<u>Coco Tree Service Corp.</u>		
EMAIL:	<u>coco@cocotreeservice.com</u>	PHONE #	<u>305-960-7682</u>

BIDDER/PROPOSER TO ENTER DETAILS OF A PROJECT PERFORMED FOR ABOVE REFERENCE RESPONDANT) If applicable, Submit references for projects of similar scope and size as the project being bid upon.

Reference Name:	<u>Larry Gardner Jr</u>	Reference Title:	<u>Vendor/Partner</u>
Reference Email:	<u>LarryG@miamidade.gov</u>	Reference Phone #:	<u>786-202-1037</u>
Reference Project Name:	<u>District Tree Trimming</u>	Project Address:	<u>Multiple locations</u>
		Project Cost:	<u>\$36,441.50</u>
Summarize Scope: <u>Provide safety tree trimming to include removal of hazardous branches, raising lower branches (18ft roadway, 12ft sidewalk) and removal of branches encroaching into private property and any other pruning specified during a final walk through.</u>			

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses to the question below. Indicate: "yes" or "no"

1. Did this company have the proper resources and personnel by which to get the job done?	<u>Yes</u>
2. Were problems encountered with the company's work performance?	<u>No</u>
3. Were change orders or contract amendments issued, other than owner initiated?	<u>No</u>
4. Was the job completed on time?	<u>Yes</u>
5. Was the job completed within budget?	<u>Yes</u>
6. On a scale of 1-10, with 10 being the best, how would you rate the overall work performance including professionalism; final product; personnel; resources.	<u>10</u>
7. Would you rehire this company for future work?	<u>Yes</u>

Please provide any additional comments you deem important regarding this company and their work performed.  
Company was very accessible and responsive during this period of work being done. The company's safety values were superb and on point.

Please submit non-City of Cape Coral employees as references.

Larry Gardner Jr.

Reference Name (Print)	<u>Larry Gardner Jr.</u>	Date	<u>3/25/25</u>
Reference Signature	<u>[Signature]</u>		



## COCO TREE SERVICE CORP

3201 NW. 24<sup>th</sup> Street Rd, Suite 211  
Miami, FL 33142  
Office: 305-960-7682

### 9. LIST OF CURRENT PUBLIC AND PRIVATE CUSTOMERS

- ☐ FLORIDA DEPARTMENT OF TRANSPORTATION
- ☐ MIAMI DADE COUNTY PARKS AND RECREATION SPACES
  - ☐ CITY OF MIRAMAR
  - ☐ CITY OF NORTH MIAMI BEACH
  - ☐ CITY OF MIAMI
  - ☐ BROWARD COLLEGE
- ☐ LAKE-WORTH DRAINAGE DISTRICT
  - ☐ CITY OF HIALEAH
  - ☐ CITY OF FORT MYERS
- ☐ SCHOOL DISTRICT OF PALM BEACH COUNTY
  - ☐ CITY OF HALLANDALE BEACH
  - ☐ CITY OF BROWARD
  - ☐ CITY OF FORT LAUDERDALE
  - ☐ CITY OF CORAL GABLES
- ☐ RYAN INCORPORATED SOUTHTERN CONSTRUCTION
  - ☐ JD MIAMI
  - ☐ WESTWID CONTRACTING
  - ☐ DAVID MANCINI & SONS INC
- ☐ MIAMI DADE COUNTY PUBLIC SCHOOLS





**RPW2563KMR**  
**COCO TREE SERVICE CORP**  
**Supplier Response**

**Event Information**

Number: RPW2563KMR  
Title: Provide Landscape Materials and Services  
Type: Request for Qualification  
Issue Date: 2/19/2025  
Deadline: 3/25/2025 03:00 PM (ET)  
Notes: The City of Cape Coral is seeking proposals from interested and qualified firms for the Provide Landscape Materials and Services, #RPW2563KMR from qualified firms experienced in the State of Florida, to provide these services. Responses to this RFP will be accepted via Electronic submission only.

Please upload all documents through Ion Wave.

**Contact Information**

Contact: Kelsey Reed Procurement Specialist  
Address: 1015 Cultural Park Blvd  
City Hall - 2nd Floor/Finance-Procurement  
Cape Coral, FL 33990  
Email: kreed@capecoral.gov

**COCO TREE SERVICE CORP Information**

Contact: JOSUE ALVARADO  
 Address: 3201 NW 24TH ST RD  
 SUITE 211  
 MIAMI, FL 33142  
 Phone: (305) 960-7682  
 Fax: (305) 402-6193  
 Email: coco@cocotreeservice.com

The person submitting this bid or proposal represents and warrants that he or she is duly authorized and has legal capacity to do so. This bid or proposal is authorized and is a valid and legal binding offer subject to acceptance by the City. For purposes of this bid or proposal, electronic, mechanically-applied and printed signatures, seals and dates shall be considered original signatures, seals and dates, without regard to the order in which they were affixed. The Legal Entity Name of proposer must be provided on the proposal submittal and all proposal form documents that are being submitted for the proposed goods or services requested in this solicitation. The Legal Entity Name will be used when creating the proposed goods or services contract between the Awarded Firm and the City.

JOSUE ALVARADO

*Signature**Submitted at 3/25/2025 01:20:05 PM (ET)*

COCO@COCOTREESERVICE.COM

*Email***Requested Attachments****RFP Required Forms for Submission**RPW2563KMR bid  
docs\_pagenumber.pdf

Upload your submission proposal package. Title the document: RFP Proposal - (Supplier name)

**Corporate Resolution Form**RPW2563KMR CORPORATE  
RESOLUTION .pdfUpload completed Corporate Resolution Form OR attach your company's corporate resolution form or document(s).  
Title the document: Corporate Resolution - (Supplier name)**Form 3A**

RPW2563KMR FORM 3A.pdf

Upload completed Form 3A, if applicable. Title the document: Form 3A - (Supplier name)

**Reference Forms**RPW2563KMR reference  
survey.pdf

Upload completed reference forms. Title the document: Reference Forms - (Supplier name)

**Certificate of Insurance**

COI RPW2538KMR.pdf

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS: Contractor acknowledges to provide proof of Minimum Insurance Requirements as stated under the "Attachments" Tab. Certificate of Insurance to be provided prior to contract execution and approved by the City before the commencement of any work activities. Title the document: COI - (Supplier name)

**Business Licenses and Business Tax Receipts**

LICENSES RPW2538KMR.pdf

Upload copies of all business licenses and business tax receipts as required by the solicitation. Title the document: Licenses &amp; BTR's - (Supplier name)

**Division of Corporations**

SUNBIZ\_RPW2538KMR.pdf

Upload copy of your registration from the website www.sunbiz.org. Title the document: Division of Corporations - (Supplier name)

**E-Verify Memorandum of Understanding (MOU)**

MOU E-VERIFY.pdf

Provide completed and returned MOU from E-Verify with submittal. Title the Document: E-Verify MOU - (Supplier name)

**Immigration Affidavit Certification**RPW2563KMR IMMIGRATION  
AFFIDAVIT .pdf

Provide the completed, signed and notarized Immigration Affidavit Form with submittal. Title the document:  
Immigration Affidavit - (Supplier name)

**Human Trafficking Affidavit**RPW2563KMR HUMAN AFFIDAVIT  
.pdf

Provide the completed, signed and notarized Human Trafficking Affidavit Form with submittal. Title the  
document: Human Trafficking Affidavit - (Supplier name)

**Certified Minority Business**

No response

Upload documents to verify the classification being claimed, if applicable Title it: Minority Business Form - (Supplier  
name)

**Bid Attributes****1 Taxpayer Identification Number (FEIN or Social Security #)**

Please provide the Federal Employer Identification Number or Social Security Number of entity.

**2 Terms and Conditions - RFP**

Download the Terms and Conditions document on the "Attachments" tab. Review and indicate below:

☒ I have downloaded, read and agree.

**3 Specifications and Requirements**

Please download the Specifications and Requirements located in the "Attachments" tab.

☒ I have downloaded, read and agree.

**4 State of Florida, Division of Corporations**

Please submit a copy of your registration and the corresponding document number from the website [www.sunbiz.org](http://www.sunbiz.org) establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations.

Indicate the document is attached and you can add any notes as required.

THE DOCUMENT IS ATTACHED

**5 Collusion Statement**

The undersigned Bidder/Proposer affirms that the proposal/bid is genuine and not collusive or sham; that the bidder/proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder/proposer, or to fix overhead, profit or cost element of said bid price, or that of any other bidder/proposer, or to secure any advantage against the City of Cape Coral of any person interested in the proposed contract; and that all statements in said proposal or bid are true.

☒ I Agree

**6 Scrutinized Companies Certification**

Pursuant to 287.135 Florida Statute, s. 215.4725 and s. 215.473, A Company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency (state) or local governmental entity for goods or services of:

a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

b. One Million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the Company:

1. Is on the scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473; or

2. Is engaged in business operations in Cuba or Syria.

☒ I Agree

**7 Public Entity Crimes Act**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

☒ I Agree

**8 Discriminatory Vendor List**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

☒ I Agree

**9 Form 3A - Interest in Competitive Bid for Public Business**

Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), FL § (1983)) to be completed and returned with solicitation response. It is the bidder/proposer's responsibility to disclose this relationship, failure to do so could result in being declared non- responsive.

Form 3A can be found in the "Attachments" tab, if needed.

N/A



1  
0**Corporate Resolution**

The corporate resolution form is utilized to provide names of individuals that are legally authorized to execute agreements on behalf of the corporation, company, partnership, joint venture or entity. This may include signing of bid documents, contracts, forms, and agreements. The corporate resolution form includes the name of individuals, with their signatures and their official title with the entity submitting a bid or proposal.

Proposers must provide either the corporate resolution form (see Attachment Library) or the company's official letterhead, indicating the authority of the individuals who may sign and legally bind the company in proposals, bids, contracts, and agreements. The authorized individuals name(s) should be shown on the corporate resolution or letterhead with their typewritten name, their official title and actual signatures shown beside their name. The document should be signed and dated by an authorized agent of the company. The document should include the company's official address and phone number. If the primary qualifying agent is not the owner, an officer, a member, a joint venture managing partner, etc., describe the relationship to the company and provide proof of such relationship and/or license use agreement.

The City's form can be found in the "Attachments" tab, if needed.

☐ I am submitting City's Corporate Resolution Form

1  
1**Drug Free Workplace**

Florida Statutes Section 112.0455 is the "Drug-Free Workplace Act". The purpose of the Act is:

(a) promote the goal of a drug-free workplace within government through fair and reasonable drug-testing methods for the protection of public employees and employers.

(b) Encourage employers to provide employees who have drug use problems with an opportunity to participate in an employee assistance program or an alcohol and drug rehabilitation program.

(c) Provide for confidentiality of testing results.

☒ I Agree

1  
2**Reference Survey Forms**

Submit three (3) completed Reference Survey Forms for past projects completed within the past year, preferably of projects of similar scope and size. The City reserves the right to contact these references.

The Reference Survey Form can be found in the "Attachments" tab.

☒ I have attached completed reference form(s).

1  
3**Insurance Requirements**

See attached Minimum Insurance Requirements form for information relative to insurance requirements, found in the "Attachments" tab.

Without limiting its liability under this Invitation to Bid, the awarded bidder(s) shall procure and continuously maintain, without interruption, at its own expense, insurance specified on the enclosed form.

Neither approval nor failure to disapprove the insurance furnished by awarded bidder to the City shall relieve the awarded bidder of the awarded bidder's full responsibility to provide insurance, as required by this contract. The awarded bidder shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; included any and all option years that may be granted to that awarded bidder. The certificate of insurance shall contain the provision that the City be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the awarded bidder shall be responsible for submitting new or renewed certificates of insurance to the City at a minimum of fifteen (15) calendar days in advance of such expiration.

By submitting a response to the solicitation, respondent is agreeing to meet the insurance requirements of the project, which are subject to change.

**ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS:**

Contractor acknowledges to provide proof of Minimum Insurance Requirements as stated under the "Attachments" Tab. Certificate of Insurance to be provided prior to contract execution and approved by the City before the commencement of any work activities.

☒ I Acknowledge and Agree

1  
4**Deviations from Specifications**

Proposer shall clearly indicate all areas in which the items the proposer does not fully comply with the requirements of this specification. The decision as to whether an item fully complies with the stated requirements rests solely with the City of Cape Coral.

Please indicate all deviations.

NO DEVIATIONS

1  
5**Designated Contact**

Provide a primary contact that will be available during normal work hours by phone or in person and knowledgeable of all terms of the contract.

List the name, title, phone #, and email address for the primary contact below.

JOSUE ALVARADO , PRESIDENT EMAIL: COCO@COCOTREESEERVICE.COM; PHONE NUMBER : 305-960-7682

1  
6**Proposals to Remain Effective**

Proposals shall be effective for 120 days from Proposal Opening Date, and thereafter if accepted by the City for the term designated in this proposal. By submitting a proposal you are in agreement with this timeframe.

1  
7**Contract Term**

The Term of the Contract shall be for three (3) with the option for two (2) additional one-year periods if mutually agreed upon.

☒ I Acknowledge and Agree

1  
8**License Requirement**

It is required that the proposer hold a valid license through the State of Florida, have a local competency license and also be registered in the City of Cape Coral.

Proposer will attach copies of the documents as proof of qualifications.

☒ I Acknowledge, Agree and Attached Documents.

1  
9**City Employees**

Does your company employ any City of Cape Coral employees? Please indicate "Yes" or "No". If "Yes", note the employees name, department and division.

NO

2  
0**Electronic Funds Transfer (EFT"S)**

**Payments by Electronic Funds Transfer:** All payments made by the City of Cape Coral, Florida will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer. The form may be accessed on the City of Cape Coral website at:

<https://cms4files.revize.com/capecoralfl/Procurement/VENDOR%20EFT%20AUTHORIZATION%20-%20Updated%20Jan%202024.pdf>

- Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information.

The link below will take you to the City of Cape Coral vendor Registration Page:

[https://www.capecoral.gov/departments/financial\\_services/procurement/vendor\\_registration.php](https://www.capecoral.gov/departments/financial_services/procurement/vendor_registration.php)

-

Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become register vendors and have the EFT payment form in place prior to the award of any contract.

☒ I Acknowledge

2  
1**E-Verify**

As a condition precedent to entering into this CONTRACT and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The website for E-Verify is <https://e-verify.gov>.

**NOTE: Response to this Solicitation must include E-Verify Memorandum of Understanding (MOU) Verification document. Upload the E-Verify MOU document under the Response Attachment Tab.**

**PUBLIC AGENCY CONTRACTING**

**(a)** A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**(b)** If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

**(c)1.** A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

**2.** A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

**3.** A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

**(d)** A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

☒ I Acknowledge and Agree

2  
2**Immigration Affidavit Certification**

Every contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

Complete the Immigration Affidavit Certification Form found under the Attachments Tab and upload the completed Notarized form under the Response Attachments Tab.

☒ I Acknowledge and Agree

2  
3**ARTICLE VII: Purchase and Sale of Real and Personal Property: CONE OF SILENCE**

**In accordance with Article VII, Division 1, Section 2-151 (k) of the City of Cape Coral Ordinance.**

**The Cone of Silence prohibits any communication regarding a particular RFP, RFQ or bid solicitation after they have been advertised. This Cone of Silence is designed to protect the professional integrity of the procurement**



**process by shielding it  
from undue influences prior to the recommendation of contract award.**

§ 2-151

**(k) Cone of Silence.**

(1) Prohibited communication. Except as set forth in subsection (4) below, during a Competitive Solicitation, a cone of silence shall be in effect between:

- a. Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to, or are currently being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative; and
- b. Any City Council member, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Council or the City Manager to evaluate, select, or make a recommendation to the City Council or the City Manager regarding a Competitive Solicitation.

(2) Effective dates. A cone of silence shall begin and shall end for Competitive Solicitations as follows:

- a. A cone of silence shall be in effect during a competitive solicitation process beginning upon the advertisement for the Competitive Solicitation, upon the receipt of an unsolicited proposal, or during such other procurement activities as declared by the City Council.
- b. The cone of silence shall terminate when either a contract is finally approved, a protest is filed pursuant to section 2-150, or the city rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation process.

(3) Notice. When the cone of silence becomes effective for a particular Competitive Solicitation, the City Manager or designee shall provide notice of the cone of silence to the City Council. The solicitation document for the goods or services shall generally disclose the requirements of this section.

**(4) Permitted communication.**

- a. The cone of silence shall not apply to written or oral communications to the Procurement Manager, Procurement Manager's designee or to the City Attorney's Office.
- b. Nothing contained in this section shall prohibit any person or entity subject to this section from:
  1. Making public presentations at pre-bid conferences or at a selection or negotiation meeting related to the competitive selection.
  2. Engaging in contract negotiations with the entity selected to negotiate the terms of the contract or with the City Council during a public meeting.
  3. Making a presentation to the City Council or the selection advisory committee related to the competitive solicitation.
  4. Communicating with the person or persons designated in the competitive solicitation as the contact person for clarification or information related to the competitive solicitation. The contact person shall not be a member of the selection/evaluation committee, or the person designated to negotiate the agreement.
  5. Communicating with the city attorney or purchasing and contract administration staff in writing as provided in subsection (c) below.

(5) Violations. Any action in violation of this section may be immediate disqualification of the Competitive Solicitation or shall result in the disqualification of the vendor.

(6) Exceptions. The cone of silence shall not apply to a competitive process which seeks to enter into a contract or award of money to

- perform governmental, or quasi-governmental, social or human services primarily for charitable, benevolent, humanitarian,
- or other philanthropic purposes, such as the award of grants or support assistance to organized nonprofit entities that
- promote or assist with the care, education, health, standard of living, or general welfare of people in the City of Cape Coral,
- or that promote or assist community or neighborhood enhancements.

(Ord. 25-95, 6-12-1995; Ord. 68-07, 7-23-2007; Ord. 25-23 , § 1, 4-5-2023)

☒ I Understand and Agree

## 2 Human Trafficking

Pursuant to Florida Statute 787.06, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in F.S. 787.06.

Download the Human Trafficking Affidavit from the Attachments Tab and upload the completed Affidavit in the Response Attachment Tab.

☒ I Acknowledge and Agree

## 2 FEMA Compliance

Download the FEMA Compliance 1.15.2025 Document on the "Attachments" Tab. Review and indicate below:

☒ I have Downloaded, Read and Agree

## 2 Certified Minority Business

A certified minority business enterprise is defined by Florida Small and Minority Business Assistance Act of 1985. If applicable, the primary proposing firm should submit the Certified Minority Business (MBE -Minority Business Enterprise/WBE -Women Business Enterprise/SBE -Small Business Enterprise) certification documentation.

During the vendor registration process, you will select all applicable classifications and provide supporting documents. For this solicitation, we will only consider those classifications of the prime firm submitting the proposal.

Are you claiming this preference? If so, please indicate below which classification and attach the applicable **State of Florida certification** document in the "Response Attachments" tab.

NO

# The International Society of Arboriculture

Hereby Announces That

*Arturo Izquierdo*

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

  
Caitlyn Pollihan  
CEO & Executive Director

18 February 2012      30 June 2027      FL-6380A

Issue Date	Expiration Date	Certification Number
18 February 2012	30 June 2027	FL-6380A

**ANAB**  
ANSI National Accreditation Board  
ACCREDITED  
ISO/IEC 17024  
PERSONNEL CERTIFICATION  
BODY

#0847  
ISA Certified Arborist



TM





# The International Society of Arboriculture

Hereby Announces That

*James White*

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council



TM

  
Caitlyn Pollihan  
CEO & Executive Director

9 March 2018

30 June 2027

MI-4398A

Issue Date

Expiration Date

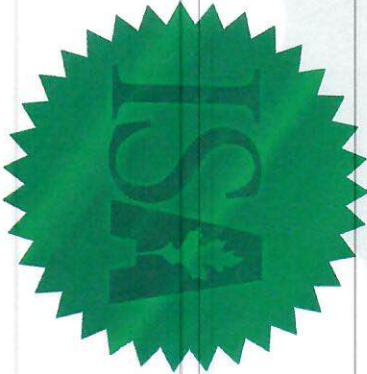
Certification Number



ANSI National Accreditation Board  
ACCREDITED  
ISO/IEC 17024  
PERSONNEL CERTIFICATION  
BODY

#0847

ISA Certified Arborist



# The International Society of Arboriculture

Hereby Announces That

*Bryan Morales*

Has Earned the Credential

## ISA Certified Arborist®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

  
Caitlyn Pollihan  
CEO & Executive Director

25 November 2024

Issue Date

31 December 2027

Expiration Date

FL-10225A

Certification Number





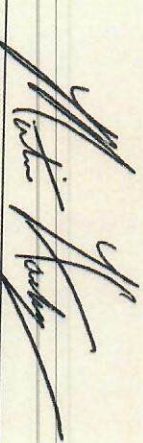


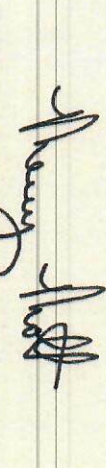
The Florida Nursery, Growers & Landscape Association  
*Confers on*

**Arturo Izquierdo**  
**T00431**

*The Title of*  
**FNGLA Certified Landscape Technician (FCLT)**

Expiration Date: 12/31/2024  
Certified Since: 12/2/2016

  
Martin Hackney, FNGLA President

  
Merry Mott, FNGLA Certification Director





The Florida Nursery, Growers & Landscape Association  
*Confers on*

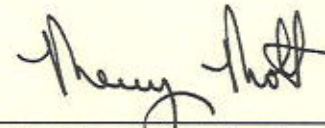
**Bryan Morales**  
**T9362018**

*The Title of*  
FNGLA Certified Landscape Technician (FCLT)

Expiration Date: 06/30/2027  
Certified Since: 6/21/2024



Phillip Hisey, FNGLA President



Merry Mott, FNGLA Certification Director





The Florida Nursery, Growers & Landscape Association  
*Confers on*

**Arturo Izquierdo**  
**C00328**

*The Title of*  
**FNGLA Certified Landscape Contractor (FCLC)**

Expiration Date: 12/31/2027  
Certified Since: 3/27/2017

  
Eric Smith, FNGLA President

  
Merry Mott, FNGLA Certification Director

November 15, 2024

**BROWARD COUNTY TREE TRIMMER LICENSE**

**STANDARDS FOR MAINTAINING YOUR BROWARD COUNTY TREE TRIMMER LICENSE**

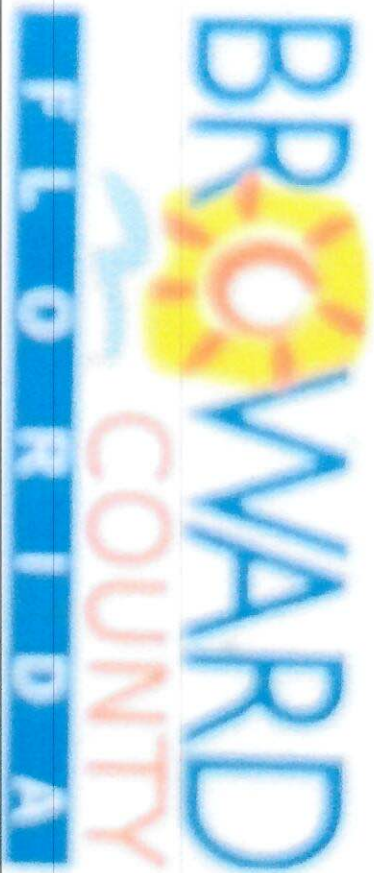
1. The following shall be available for inspection at every work site where tree trimming is being carried out:
  - A copy of the company's Broward County Tree Trimmer license.
  - Proof of the company's current insurance coverage.
  - At least one person should possess a current Tree Trimmer training card.
  - Current training cards reflect that training was completed within the past two (2) years.
  - Picture identification issued by a government entity or agency.
2. At least one trained person must be available at every work site where tree trimming is being carried out.
3. The company's Tree Trimmer license number shall be prominently displayed on both sides of vehicles used in tree trimming.
4. Tree trimmer license number must appear in ads offering tree trimming and/or removal services. Advertisements include business cards, telephone directory advertisements, quotes for tree services, flyers and vehicles advertising tree services.
5. License holders shall ensure that all employees engaged in tree trimming are adequately trained regarding safety procedures in accordance with applicable federal and state law including the federal Occupational Safety and Health Act of 1970 (OSHA).
6. Retraining is required before licenses can be renewed. Tree trimmer licenses are renewable every two years.
7. Each license holder shall notify the County, in writing, if there is a change in any of the standards required for licensure.

COCO TREE SERVICE CORP  
3201 NW 24TH STREET RD. SUITE 211  
MIAMI, FL 33142



204-4A (Rev. 5/16) PC201249985





## Certificate of Completion

## BASIC TREE TRIMMING

Sebastian Michelena

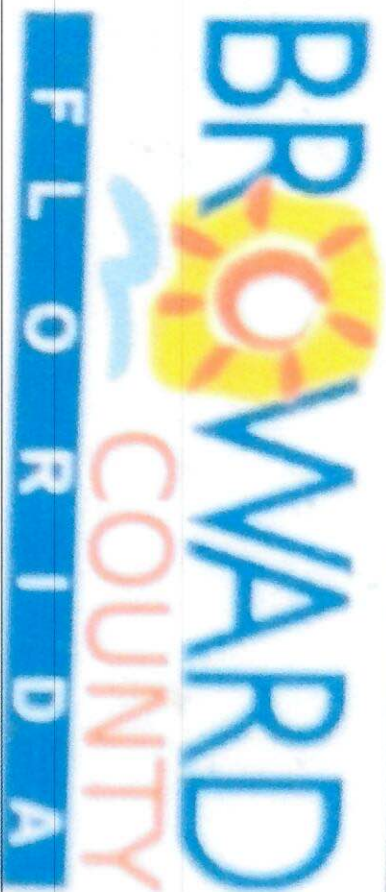
These results were fully corroborated. The hearing conducted by UH/HAAS Broward County

100

Class Date: May 9, 2023

Expires: May 9, 2025

THIS CARD IS A TRAINING CERTIFICATE - NOT A LICENSE.



## Certificate of Completion

## ADVANCED TREE TRIMMING

Copyright © 2004 by John Wiley & Sons, Inc.

Sebastian Michelena

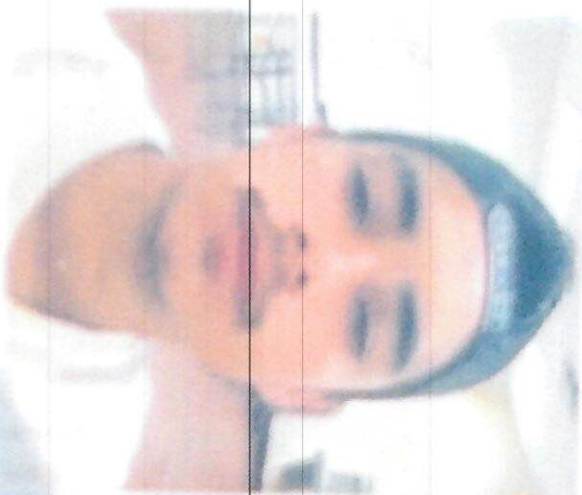
has successfully completed the training conducted by US 44-45 Broward County Extension office (<http://livellias.iff.edu/broward>)

Discussion

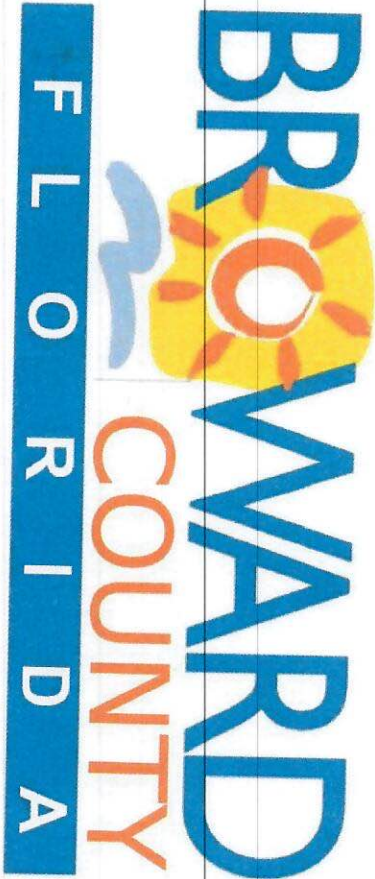
Class Date: August 13, 2024

Expires: August 13, 2026

THIS CARD IS A TRAINING CERTIFICATE - NOT A LICENSE.

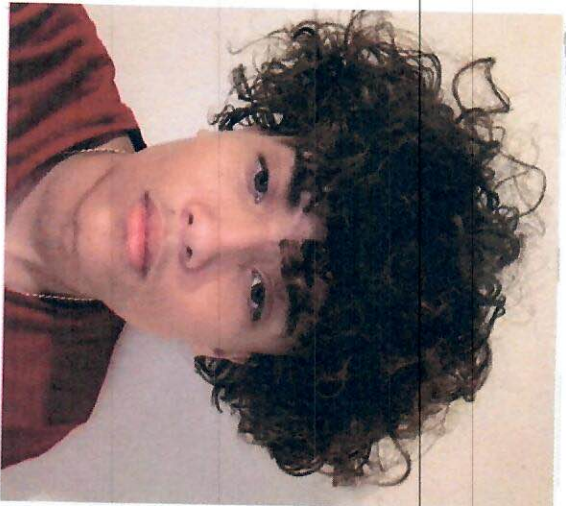






Certificate of Completion

**ADVANCED TREE TRIMMING**



*Michael DeFauvel*

Commercial Horticulture Agent

**Joshua Alvarado**

has successfully completed the training conducted by UF/IFAS Broward County Extension office (<http://sfyl.ifas.ufl.edu/broward/commercial-horticulture-program-/>).

**Class Date: August 13, 2024**

**Expires: August 13, 2026**

**THIS CARD IS A TRAINING CERTIFICATE - NOT A LICENSE**

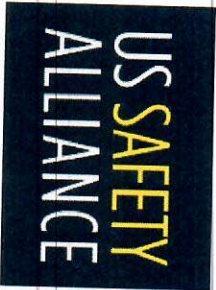


# Certificate of Completion

**JOSHUA MICHELENA**

**Has Completed a Florida Department of  
Transportation Approved Temporary Traffic  
Control (TTC) Advanced Course.**

<b>05/07/2025</b>	<b>225</b>	<b>Ryan Murray</b>	<b>73380</b>
Date Expires	FDOT Provider #	Instructor	Certificate #



U.S. Safety Alliance, LLC  
Approved MOT Provider  
, USA  
[www.USSafetyAlliance.com](http://www.USSafetyAlliance.com)  
[ryan@ussafetyalliance.com](mailto:ryan@ussafetyalliance.com)



For more information about Temporary Traffic  
Control (TTC) or to verify this certificate  
[www.motadmin.com](http://www.motadmin.com)

# CERTIFICATE OF COMPLETION



SEBASTIAN MACHEZENA

Has Completed a FDOT Approved Temporary Traffic Control (TTT): Advanced Course

Training Provider:



Metro Florida Safety Council  
Tri-County  
Dade, Broward, Palm Beach FL 33441

Phone: 954-603-1900

Verify this Certificate by visiting [www.motadmn.com](http://www.motadmn.com)

05/01/2023  
Issue Date

04/25/2027  
Expiration Date

J. M  
Instructor

609347  
Certificate No.



# CERTIFICATE OF COMPLETION

KEVIN COCA GARCIA

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Advanced Course

Training Provider:



Metro Florida Safety Council  
Tri-County

Dade, Broward, Palm Beach FL 33441

Phone: 954-603-1900

Verify this Certificate by visiting [www.motadmin.com](http://www.motadmin.com)

06/24/2024  
Issue Date

06/11/2028  
Expiration Date

JM  
Instructor

625249  
Certificate No.






Florida Department of Agriculture and Consumer Services

Pesticide Certification Office

**This card is your license. It authorizes you, the license holder, to purchase and apply Restricted Use Pesticides (RUPs). Please sign your card and keep it with you when applying or purchasing RUPs.**



<b>Florida Department of Agriculture and Consumer Services</b> <b>Pesticide Certification Office</b> <b>Commercial Applicator License</b> <b>License # CM23229</b>	
SANDS III, PAUL LEONARD 3558 FLORIDA AVE MIAMI, FL 33133	<b>Categories</b> <b>6, 3, 21, 5A</b>
<b>Issued: February 16, 2023</b>	<b>Expires: October 31, 2026</b>
Signature of Licensee 	
<small>The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.</small>	
WILTON SIMPSON, COMMISSIONER	

**To renew a pesticide applicator license, applicators must first become recertified. Recertification is accomplished by either retaking the certification exams or accumulating Continuing Education Units (CEUs). See Table 2 in the Pesticide Applicator Certification and Licensing in Florida handbook located at <http://pested.ifas.ufl.edu/pdfs/Pesticide-Applicator-Cert-Licensing.pdf> for information on Recertification.**

**The bottom two cards are for your Authorized Purchasing Agents (APAs). Please sign the card in the space provided and give to your APA to sign. APAs are authorized to purchase RUPs.**



**For questions, comments or concerns, Contact us at:**

**Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
3125 Conner Blvd, Bldg 8  
Tallahassee, FL 32399-1650**

**Phone: (850) 617-7870  
Fax: (850) 617-7895**



**This card is your license. It authorizes you, the license holder, to purchase and apply Restricted Use Pesticides (RUPs). Please sign your card and keep it with you when applying or purchasing RUPs.**



<b>Florida Department of Agriculture and Consumer Services</b> <b>Pesticide Certification Office</b> <b>Commercial Applicator License</b> <b>License # CM28914</b>	
MORALES, BRYAN 13350 SW 88TH TER UNIT C MIAMI, FL 33186	<b>Categories</b> <b>3</b>
<b>Issued: March 11, 2025</b>	<b>Expires: March 31, 2029</b>
_____ Signature of Licensee	
_____ WILTON SIMPSON, COMMISSIONER	
<small>The above individual is licensed under the provisions of Chapter 487, F.S., to purchase and apply restricted use pesticides.</small>	

**To renew a pesticide applicator license, applicators must first become recertified. Recertification is accomplished by either retaking the certification exams or accumulating Continuing Education Units (CEUs). See Table 2 in the Pesticide Applicator Certification and Licensing in Florida handbook located at <http://pested.ifas.ufl.edu/pdfs/Pesticide-Applicator-Cert-Licensing.pdf> for information on Recertification.**

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Consumer Services  
Pesticide Certification Office  
3125 Conner Blvd, Bldg 8  
Tallahassee, FL 32399-1650**

**Phone: (850) 617-7870  
Fax: (850) 617-7895**






STATE OF FLORIDA	
Department of Agriculture and Consumer Services	
BUREAU OF LICENSING AND ENFORCEMENT	
Date November 21, 2024	File No. JB249118
Expires August 31, 2025	
THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING August 31, 2025	
AT	
15457 SW 21ST TERRACE MIAMI, FL 33185	
Lawn and Ornamental	
TRUE LAWN TECHS 15457 SW 21ST TERRACE MIAMI, FL 33185	
WILTON SIMPSON, COMMISSIONER	

STATE OF FLORIDA	
Department of Agriculture and Consumer Services	
BUREAU OF LICENSING AND ENFORCEMENT	
TRUE LAWN TECHS 15457 SW 21ST TERRACE PEST CONTROL COMPANY FIRM	
JB249118	
HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING August 31, 2025	
	
WILTON SIMPSON COMMISSIONER	Signature

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT  
3125 CONNER BLVD, BLDG. 8  
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA	
Department of Agriculture and Consumer Services	
BUREAU OF LICENSING AND ENFORCEMENT	
Date November 21, 2024	File No. JE109423
Expires August 31, 2025	
THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: August 31, 2025	
AT	
TRUE LAWN TECHS MIAMI, FL 33185	
Certified Operator	
JULIO CESAR POSSO TRUE LAWN TECHS 15457 SW 21ST TERRACE MIAMI, FL 33185	
	
WILTON SIMPSON, COMMISSIONER	



**Local Business Tax Receipt**  
Miami-Dade County, State of Florida  
-THIS IS NOT A BILL - DO NOT PAY



6901970

RECEIPT NO.  
RENEWAL  
7177686

BUSINESS NAME/LOCATION  
COCO TREE SERVICE CORP  
OPERATING IN DADE COUNTY



**EXPIRES**  
**SEPTEMBER 30, 2025**

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

OWNER  
COCO TREE SERVICE CORP  
C/O JOSUE ALVARADO PRES

SEC. TYPE OF BUSINESS  
213 SERVICE BUSINESS

Employee(s) 1 GV916669-1

PAYMENT RECEIVED  
BY TAX COLLECTOR  
75.00 07/10/2024  
INT-24-420744

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.



The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.  
For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829  
VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Business Name: COCO TREE SERVICE CORP

Receipt #: 189C-307999  
Business Type: TREE TRIMMING/TREE MAINTENANCE (TREE TRIMMER)

Owner Name: JOSUE ALVARADO/QUAL  
Business Location: 3201 NW 24TH STREET RD STE 211  
MIAMI DADE COUNTY  
Business Phone: 3057289445

Business Opened: 08/25/2020  
State/County/Cert/Reg: B-1084  
Exemption Code:

Rooms		Seats		Employees 10		Machines		Professionals				
				10								
For Vending Business Only												
Number of Machines:												
Vending Type:												
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid						
27.00	0.00	0.00	4.05	0.00	0.00	31.05						
Receipt Fee				27.00								
Packing/Processing/Canning Employees				0.00								

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:  
COCO TREE SERVICE CORP  
3201 NW 24TH STREET RD STE 211  
MIAMI, FL 33142-6913

Receipt #WWW-24-00122855  
Paid 11/27/2024 31.05

2024 - 2025

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829  
VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

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				10					
Signature		For Vending Business Only							
		Number of Machines:			Vending Type:				
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid			
27.00	0.00	0.00	4.05	0.00	0.00	31.05			
					Receipt #WWW-24-00122855				
					Paid 11/27/2024 31.05				









GV928452-1

Certificate #

GV928452

Trainee ID #

**Certificate of Training**  
**Best Management Practices**  
**Florida Green Industries**



The undersigned hereby acknowledges that

**Bryan Ivan Morales**

has successfully completed the Green Industries Best Management Practices Program  
developed by the Florida Department of Environmental Protection with the  
University of Florida Institute of Food and Agricultural Sciences.

Tom Wichman

Assistant Director Florida-Friendly Landscaping™ Program

H. Mayer  
Instructor06/27/2024  
Date

Claire Lewis, MLA

Interim Director Florida-Friendly Landscaping™ Program







CITY OF CAPE CORAL  
FINANCIAL SERVICES DEPARTMENT  
PO BOX 150027  
CAPE CORAL, FL 33915-0027

## REQUEST FOR PROPOSALS

### PROVIDE LANDSCAPE MATERIALS AND SERVICES

**RPW2563KMR**

**REQUEST FOR PROPOSALS ARE TO BE SUBMITTED ELECTRONICALLY  
THROUGH ION WAVE NO LATER THAN:**

3:00 PM EASTERN TIME (ET) ON MARCH 25, 2025, AT  
<https://capecoral.ionwave.net>

**NO QUESTIONS WILL BE ACCEPTED AFTER: 2:00 PM ET ON MARCH 5, 2025,** all questions  
must be submitted through Ion Wave at <https://capecoral.ionwave.net> and received by stated  
time.

**PROCUREMENT CONTACT:**

**Name:** Kelsey Reed  
**Title:** Procurement Specialist  
**Phone:** 239-574-0841  
**Email:** [kreed@capecoral.gov](mailto:kreed@capecoral.gov)





## TABLE OF CONTENTS

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Provide Landscape Materials and Services

Project #RPW2563KMR

**CITY OF CAPE CORAL  
LEGAL NOTICE  
REQUEST FOR PROPOSAL**

The City of Cape Coral, Florida, is seeking proposals for PROVIDE LANDSCAPE MATERIALS AND SERVICES, in accordance with RPW2563KMR, in the State of Florida. A copy of the Request for Proposal (RFP) Documents may be obtained online at <https://capecoral.ionwave.net>. Simply Create a User Login by completing the Supplier Registration.

**This Competitive Solicitation closes at 3:00 PM (ET), MARCH 25, 2025.** The time indicated on the Ion Wave System is considered the official time. Once the Closing Date and "Time Left" count down has expired, Ion Wave will no longer permit proposals to be submitted. It is the responsibility of the Supplier to ensure all proposals are submitted on time, through the Ion Wave System, by the Closing Deadline.

The City reserves the right to reject any or all proposals, award in whole or in part and to waive any irregularities or informalities when in the best interest of the citizens of the City of Cape Coral.

**The Legal Entity Name of proposer must be provided on the proposal submittal and all proposal form documents that are being submitted for the proposed goods or services requested in this solicitation. The Legal Entity Name will be used when creating the proposed goods or services contract between the Awarded Firm and the City.**

Pursuant to Florida State Statute 119.071 (2) Sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

**All proposals are to be submitted through the Ion Wave System at the following link:**

<https://capecoral.ionwave.net>

By Order of the City Manager

Kimberly Bruns, City Clerk

Advertise: FEBRUARY 19, 2025



## INTRODUCTION

The City of Cape Coral was incorporated in 1970 and operates under the Council/City Manager form of government. The City Council has eight members consisting of the mayor and seven members all elected at large on a nonpartisan basis. City Council is responsible for all policy-making functions of the government and retains the services of a City Attorney, City Auditor and City Manager. The City Manager is responsible for all administration of the City, which provides a comprehensive range of municipal services including general government, public safety, community services, public works, planning, utilities, and parks and recreation.

Cape Coral is the 8th largest city by population and the 3rd largest by land mass in Florida. Cape Coral currently has a population of more than 200,000 residents and is experiencing high growth. As a pre-platted community, Cape Coral could have more than 360,000 residents at buildout. The city has a sub-tropical lifestyle with thousands of waterfront residential properties on almost 400 miles of canals. About two-thirds of these canals provide boaters with direct access to the Gulf of Mexico.

## PART I: SCOPE OF WORK

### SECTION 1: PURPOSE

The City of Cape Coral is seeking proposals from qualified firms who wish to participate in a qualification pool that will be used to solicit various general and emergency landscape materials and services on an "as needed" basis as specified herein. All firms which meet or exceed the criteria established in the solicitation shall be placed on a qualification list that may be accessed by the City to obtain price proposals for various landscape materials and services.

The City intends to prequalify vendors as categorized below:

**1.1 General Landscape Materials and Services.** The City has various landscape maintenance contracts that provide routine landscape maintenance services to specific Cape Coral streetscapes, municipal facilities, and medians. However, from time to time there is a need to replace existing landscape or add landscaping to existing or new locations. The City's incumbent landscape maintenance contractors are not always the best equipped to provide the required landscape materials and/or services, due to quantity, size or species. Also, in the past, the lack of manpower and equipment availability have been concerns in response to emergency situations. Therefore, creating a pool of prequalified firms to be able to respond to supplemental landscaping needs, on an as-needed basis, is essential to the City.

General landscape services are defined as the performance of landscape services at various City of Cape Coral streetscapes, municipal facilities, and medians with the objective to maintain areas in vigorous, healthy, growing, safe, clean, and attractive condition throughout the year.

General landscape materials and services:

- purchase and delivery of ground cover plant material, trees, and palms;
- purchase, delivery, and installation of ground cover plant material, trees, and palms;
- purchase and delivery of planting supplies;
- watering;
- pruning;
- stump grinding;
- staking and guying; and
- tree removal services.

**1.2 Emergency Services.** Emergency Services are defined as work that is required in response to a natural or other disaster and shall be based on an as-needed basis.

Emergency landscape materials and services:





- tree and palm removal services;
- tree and palm pruning services;
- stump grinding;
- tree and palm staking and guying; and
- furnish and deliver landscape materials and supplies.

**1.3 Non-for-Profit Services** are defined as the performance of landscape services by organizations registered as a non-for-profit organization at various City of Cape Coral parks, greenspaces, municipal facilities, and medians with the objective to promote the expansion and sustainable maintenance of our urban forest and greenspaces.

Non-for-Profit services to include:

- purchase and delivery of ground cover plant material, trees, and palms;
- purchase, delivery, and installation of ground cover plant material, trees, and palms;
- purchase and delivery of planting supplies;
- watering;
- pruning;
- stump grinding;
- staking and guying; and
- tree removal services.

Interested contractors may submit a proposal indicating their intent to become prequalified. All contractors who meet or exceed the criteria established in this solicitation shall be placed on a qualification list. City departments may access this list to obtain price quotations from contractors for the category of goods or services (See 1.1 and 1.2 above) required for general or emergency landscape materials and services.

Firms must specify which categories they are requesting to be prequalified for as part of the Pre-qualification Process. Firms are not required to participate in all categories to be considered part of the prequalified pool. However, a firm may only participate in the category for which it has been prequalified.

Successful contractors awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the requested specifications. Firms' past performance with the City, if applicable, may be used in the evaluation process in determining recommendation for award.

**The prequalified status remains valid for a duration of three (3) years from the date of issuance of the Notice of Pre-qualification by the City with the option of two one-year renewals. However, it's essential to note that the City reserves the right to verify compliance with the requirements outlined herein at any point in time. In cases where there are significant changes in qualification status or documented poor performance, the City reserves the right to nullify and void the qualification status of the firm(s).**

**ADDITIONAL PREQUALIFIED FIRMS TO BE ADDED TO POOL.** Annually, the City will conduct a review of all firms to assess whether a re-issuance of this RFP is necessary. Should a re-issuance be warranted, additional firms may be added and invited to join the established prequalified list of firms for the remainder of the contract period.

## **SECTION 2: SCOPE OF WORK**

Awarded firms shall be deemed to be prequalified to participate on general and/or emergency landscape materials and services as follows:

### **General Landscape Materials and Services**

General landscape materials and services are defined as the performance of landscape services and/or the sale of materials for various City of Cape Coral streetscapes, municipal facilities, and medians with the objective to maintain areas in vigorous, healthy, growing, safe, clean and attractive condition throughout the year.



Prequalified vendors in the General Landscape Materials and Services categories shall then be deemed to be prequalified to participate in subsequent Invitations to Quote (ITQ) as required by the City on either an as-needed or on a periodic basis. When such spot market purchases are initiated, the prequalified vendors shall be invited to offer pricing for a specific individual purchase or a specific purchasing period.

The City may provide a general scope; however, the awarded vendor may provide a written scope of work to the City as part of its proposal. Once the project's scope is agreed to, the City will issue a purchase order with the estimate referenced as an attachment along with the bond and any other special provisions agreed to. If special terms and conditions other than those covered within this solicitation and awarded a contract are required, they will be included in the specific scope of work. They will be attached to the purchase order. Further, the purchase order shall take precedence over those in the base contract.

In determining the best contractor for the project, in addition to price, the following may be considered:

- (1) The ability and capacity of the firm to provide the requested plant materials.
- (2) Whether the firm can deliver the requested materials within the time specified, without delay or interference.
- (3) Whether the firm has the highest quality plant material (defined as Florida Fancy) in the quantities required.
- (4) The previous and existing compliance by the firm with laws and ordinances relating to the contract.
- (5) General and emergency pruning services shall require contractors have an ISA Certified Arborist on staff. Contractors will be ineligible for work that requires an ISA Certified Arborist if they do not have one on staff.

Firms that are pre-qualified will be notified of upcoming competitive solicitations (Quotations, Invitation-to-Bid and/or Request for Proposals) for work on the Purchase of Landscape Materials and Services as they become available.

### **Emergency Landscape Materials and Services**

Emergency Landscape Materials and Services are identified as those services or materials needed in response to a natural disaster or some other form of emergency. As a result, a schedule for emergency services cannot be determined until a need arises. Additionally, all applicable Federal Emergency Management Agency (FEMA) will apply under emergency service activation and must be adhered to.

Prequalified vendors in the General Landscape Services categories shall then be deemed to be prequalified to participate in subsequent Invitations to Quote (ITQ) as required by the City on either an as needed or a periodic basis. When such spot market purchases are initiated, the prequalified vendors shall be invited to offer pricing for a specific individual purchase or a specific purchasing period.

Upon notification by the City of Cape Coral, the Contractor will provide an immediate emergency response to remove obstructions. This will generally take place within 72 hours after a severe weather event. This includes the removal of trees and palms, on public property that are in danger of falling over, as well as pruning, staking, and guying salvageable trees and palms as instructed by City staff.

It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of force majeure that the City of Cape Coral, Florida shall receive a "First Priority" for any goods and services covered under any award resulting from this solicitation, including balance of line items as applicable. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the City. By virtue of submitting a response to this solicitation, the vendor agrees to provide all award-related goods and services to the City on a "first priority" under the emergency conditions noted above.

A City-issued purchase order shall serve as a "notice to proceed." The period for the completion of services will include mobilization, planning, weather, location, removal, and disposal. No additional claims may be made for delays due to these items. When the tasks have been completed, the awarded vendor shall notify the City and



have an authorized City representative inspect the work for acceptance under the scope and terms in the Purchase Order. The City will issue in writing any corrective actions that are required. Upon completing these items, the City will issue a completion notice, and final payment will be issued.

**SERVICE DELIVERY EXPECTATIONS.** The City places an emphasis on excellent customer service delivery and expects the prequalified firm to provide the best possible customer service to any and all awarded projects throughout the term of the contract. The prequalified firm's project manager is responsible for monitoring the customer service provided to City by prequalified firm's staff, sales and support teams, and employing, as necessary, corrective measures, to ensure that the prequalified firm will provide and maintain the highest quality of customer service possible during the completion of the project(s). Project-specific deliverables and expectations shall be defined on a project-by-project basis, as specified in each ITQ.

**VOLUME OF WORK TO BE RECEIVED BY FIRM. No promise of work is given or should be understood, as a result of a qualification.** The City reserves the right to purchase any goods and/or services awarded from any resulting agreement, or another governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

### **SECTION 3: SPECIAL CONDITIONS**

- 1. LICENSE/CERTIFICATION.** Prospective firm shall maintain in current status the adequate license or certification, to pull all permits necessary to successfully complete the work. Awarded vendor(s) shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract.
- 2. METHOD OF PAYMENT.** The City shall provide periodic payments for services rendered by the Contractor. For the City to provide payment, the Contractor shall submit a fully documented invoice within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a City representative has reviewed and approved the service.
- 3. GUARANTEE AGAINST DEFECTS.** The Contractor(s) shall, in addition to all other guarantees, be responsible for faulty labor and defective material within a period of one (1) year after the date of acceptance of labor and material by the City. Under this guarantee, the Contractor agrees to make good without delay, at its own expense, any failure of any part of the work after the City notifies the Contractor of such deficiencies in writing payment in full for the work does not constitute a waiver of guarantee.
- 4. CLEAN-UP.** All unusable materials and debris shall be removed from the site at the end of each workday and disposed of in an appropriate manner. Upon final completion, the Contractor(s) shall thoroughly clean up all areas, as mutually agreed with the City, where work was performed.
- 5. PERMIT COSTS.** The City will only reimburse the Contractor(s) for the cost of the permits. Proof of cost is required. The City will only reimburse for initial review and one resubmission. Costs associated with additional re-submissions will not be reimbursed. Contractor(s) shall not include permit fees on Cost Proposal. Permit costs will be charged to the City separately from the unit cost. All licenses required by municipality, governmental agency, or political subdivision shall be obtained by and paid for by the Contractor(s). Damages, penalties and/or fines imposed on the City or the Contractor(s) for failure to obtain required licenses or permits shall be borne by the Contractor(s).
- 6. BACKGROUND CHECKS/CONTRACTOR'S PERSONNEL.** The Contractor(s) shall conduct a full criminal background check at its own expense on each of its employees engaged in providing services under this ITB or any resulting Agreement prior to the commencement of said services. No Contractor employee shall be eligible to perform services, pursuant to this RFP or resulting Agreement if he or she:

- (1) has been convicted of or was placed in a pre-trial diversion program for any crime involving dishonesty or breach of trust; embezzlement; drug trafficking; forgery; burglary; robbery; theft; perjury; possession of stolen property; identity theft; fraud; money laundering; shoplifting; larceny; falsification of documents and/or;





- (2) has been convicted of any sex, weapons, or violent crime including but not limited to homicide; attempted homicide; rape; child molestation; extortion; terrorism or terrorist threats; kidnapping; assault; battery; and illegal weapon possession, sale or use. The Contractor(s) shall defend, indemnify, and hold the City, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of its failure to comply with this requirement.

Contractor(s) shall employ personnel competent to perform the work specified herein. The City reserves the right to request the removal of the Contractor's employee's from performing maintenance on the City's grounds where the employee's performance or actions are obviously detrimental to the program. Contractor's personnel must always wear photo identification.

**SAFETY MEASURES.** Awarded Contractor (s) shall take all precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor(s) shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standards practices, to protect workers, general public and existing structures from injury or damage.

## **PART II: SUBMISSION OF PROPOSALS**

It is imperative that the information submitted is precise, clear, and complete. All submittals are to be submitted through the Ion Wave website by uploading your Proposal and required attachments under the Response Attachments Tab. Submittals not conforming to this format may be disqualified from further consideration. All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Submittals which are substantially incomplete or lack key information may be rejected at the CITY's discretion.

Proposals should include the requirements listed below. Proposals submitted without meeting ALL the requirements may be considered non-responsive. Information submitted should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to present a clear understanding of this project and of similar past projects, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

Respondents shall include the following information in their proposals. All additional information that the Respondent believes is unique to a section and does not fit the established outline may be included at the end of each section under a subheading "Additional Information."

Firms shall submit their responses to this RFP via the electronic procurement portal, Ion Wave. The information listed in sections 1 through 8 below, shall be provided in the order detailed below, via uploading onto the Ion Wave website as one document, with the exception of Section 8, which will be provided in the Line Items Tab of Ion Wave solicitation. All other documents and information requested shall each be uploaded as separate documents.

The following information shall be provided in the order detailed: failure to provide any one part of this section without appropriate explanation may result in disqualification of your proposal.

### **1.0 Title Page (1 Page)**

List the Request for Proposal subject, the name of the firm, address, telephone number, email address, contact person, and date of submittal, and who has corporate authority to sign for the Firm.

### **2.0 Letter of Interest (2 Pages)**

Provide an introduction to your company and describe why the City of Cape Coral should select your firm(s) to perform the described work and what your commitment will be to perform the work in a timely and professional manner.



### 3.0 Table of contents (1 Page)

Include a clear identification of the material included in the submittal by page number.

### 4.0 Firm Background & Experience (20 Points)

- 4.1 Briefly introduce your Firm and/or Individual providing a summary of the administration, organization and staffing of your Firm and/or Individual, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the individuals who will undertake this engagement
- 4.2 Describe the organization, date founded, and ownership of your firm, staffing, history, and experience with clients of similar scope and size.
- 4.3 Provide a brief description of the Respondent's approach to provide the services requested in this RFP and the ability to perform the contract within the time specified.
- 4.4 Provide examples of standard operating procedures and industry standards the Respondent would provide for the services requested in this RFP.
- 4.5 Identify the Principal and Key Personnel of the firm to be assigned for the duration of the contract and personnel responsible for the contract administration. Include qualifications, certifications, licenses, and resumes of identified personnel. Contact information will be required for verification.
- 4.6 Indicate your firm meets the minimum requirement of being fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of their response to this Request for Qualifications. Should the Contractor not be fully licensed and certified, the Contractor's submittal will be rejected.
- 4.7 Identify the approximate percentage of the Work that will be performed by the Prime Firm (minimum 60%).

### 5.0 Qualification & Experience of Key Personnel/Team (20 Points)

- 5.1 Identify the key lead staff and their qualifications, background and experience.
- 5.2 Identify team's overall experience and experience with municipality projects.
- 5.3 Include copies of licenses and/or certifications of Key Personnel and Team.

### 6.0 Understanding and Approach (15 Points)

Provide a project understanding and approach for the Scope of Work. Include additional tasks that are not included in the Scope of Work that the Firm feels will add value to the project.

### 7.0 Qualification of the Firm or Team (20 Points)

Provide qualifications to demonstrate the Firm or Team has a minimum experience of:

- 7.1 At least ten (10) years' experience providing landscape materials and services; (2) Years for Non-for-Profit services.
- 7.2 The project manager or primary contact with at least five (5) years' experience managing landscaping services, similar in complexity to the City of Cape Coral Project. Not needed for Non-for-Profit Services



7.3 Provide a list of currently active memberships to professional organizations within the Green Industry.

## 8.0 Team Management and Ability to Complete Work (15 Points)

- 8.1 Identify the overall management structure of the proposed team.
- 8.2 Identify the office from which the work will be primarily performed.
- 8.3 Demonstrate the staffing and equipment capacities to provide the services requested in the RFP.
- 8.4 Provide a list of tree planting and tree care equipment owned or available to the firm.
- 8.5 Provide information on your firm's current workload and how this project will fit into your workload and the techniques that are planned to assure project schedules will be met.

## 9.0 Prior Experience with similar work and References (10 Points)

- 9.1 Provide references from three (3) current governmental agencies, including the name of the agency, contact name, telephone, and email address. For Non-for-Profit agencies 1 Provide references from three (3) current agencies, including the name of the agency, contact name, telephone, and email address.
- 9.2 Provide a list of current public and private customers

The minimum information required for each reference shall be as required on the Reference Survey Form located in the Attachments Tab and as stated in the Reference Attribute in the Attribute Tab. CITY and/or their designee must be able to make contact with the reference.

## PART III: PROPOSAL SUBMISSION TIMELINE

### 1. Request for Proposal Timeline

The **anticipated** schedule for this RFP is as follows:

Event	Date
RFP Available	FEBRUARY 19, 2025
Deadline for RFP Questions	MARCH 5, 2025
Proposal Due Date	MARCH 25, 2025
Internal Evaluation Committee	TBD
Begin Contract Negotiations	TBD
Council Approval	TBD

### 2. Evaluation Criteria

Cost may not be the primary factor in the selection of a proposal.

The evaluation and selection of a firm will be performed by the Evaluation Team. The following represent the principal selection criteria which will be considered during the evaluation process.

- |   |           |
|---|-----------|
| 1) Firm Background & Experience                     | 20 points |
| 2) Qualification & Experience of Key Personnel/Team | 20 points |
| 3) Understanding and Approach                       | 15 points |





Provide Landscape Materials and Services

Project #RPW2563KMR

- |  |           |
|--|-----------|
| 4) Qualification of the Firm or Team                 | 20 points |
| 5) Team Management and Ability to Complete Work      | 15 points |
| 6) Prior Experience with similar work and References | 10 points |

The evaluation team may request the most qualified firms to make a presentation and be available for an interview or presentation. All expenses, including travel expenses for interviews shall be borne by the proposer.

Upon selection of the most qualified firm meeting the City's requirements, the City reserves the right to negotiate the price structure and will present a formal contract to the City Council for approval.

**Upon submission, all proposals become the property of the City and are subject to public records law.**

(End of Section)

## EXHIBIT 2

### MASTER SERVICE AGREEMENT #RPW2563KMR-B PROVIDE LANDSCAPE MATERIALS AND SERVICES

THIS MASTER SERVICE AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 ("Effective Date") between John Fideli Landscapes, LLC. ("Contractor") and the City of Cape Coral, Florida ("City"). Contractor and City are also referred to as "party" and collectively as the "parties". Subject to and in consideration of the mutual promises, conditions, and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **APPROVED VENDOR.** Upon execution of this Agreement and compliance with its terms, City agrees that Contractor shall be added to City's list of approved vendors for providing Landscape Materials and Services.
2. **WORK AUTHORIZATION.** From time to time, City may request services from Contractor. For each occasion on which Contractor is willing to provide requested services, the parties will enter into a work authorization ("Work Authorization" or "WA") which will describe the services to be performed and the period for performance and which will be substantially in the form attached hereto as Exhibit A. Contractor must notify City within 5 days if it accepts a Work Authorization, rejects a Work Authorization or requires changes to a Work Authorization. City may reject any acceptance or request for changes that City receives after the Work Authorization Offer Period has expired. The "Work Authorization" will be governed by and subject to the terms and conditions of this Agreement. Agreements or stipulations in any Work Authorization that are contrary to any term of this Agreement shall be void, unless Contractor and City have expressly agreed in writing that such agreement or stipulation shall supersede the terms of this Agreement.
3. **CONTRACT TERM.** The term of this agreement shall be for three (3) years from the effective date. The contract may be renewed for two additional, one-year periods, upon mutual agreement by the CITY and the CONTRACTOR.
4. **LABOR, EQUIPMENT, MATERIALS, SUPPLIES AND SERVICES**
  - a. Upon receipt of a mutually agreeable Work Authorization, Contractor shall begin furnishing the services according to the specifications and requirements of this Agreement and the Work Authorization.
  - b. All services rendered by Contractor hereunder shall be performed in accordance with industry standards. All materials and equipment furnished by Contractor in the performance of services hereunder shall be free from defects. Any of the materials, equipment, or services found to be defective shall be at Contractor's sole discretion, either removed, replaced, or corrected by Contractor without additional cost to City. Contractor shall not be liable for claims arising from or relating to latent or unknown defects.
5. **PAYMENTS:** CITY shall make payment, and CONTRACTOR shall be in receipt of all sums properly invoiced within thirty (30) days of the City's receipt of such invoice. CITY shall pay contract amount of such invoice within such thirty (30) day period. If CITY shall give such notice to the CONTRACTOR within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the CONTRACTOR the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the CONTRACTOR shall promptly refund to the CITY the amount of such overpayment.

Payments by Electronic Funds Transfer: All payments made by the City of Cape Coral, Florida will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer form. The form may be accessed on the City of Cape Coral website at:

<https://cms4files.revize.com/capecoralfl/Procurement/VENDOR%20EFT%20AUTHORIZATION%20-%20Updated%20Jan%202024.pdf>

Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information. The link below will take you to the City of Cape Coral vendor Registration page:

[https://www.capecoral.gov/department/financial\\_services/procurement/vendor\\_registration.php](https://www.capecoral.gov/department/financial_services/procurement/vendor_registration.php)

Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become register vendors and have the EFT payment form in place prior to the award of any contract.

6. **INDEPENDENT CONTRACTOR.** Contractor shall be deemed an independent contractor with respect to any and all work performed under this Agreement and any Work Authorization. It is the express understanding and

intention of the parties that no relationship of master and servant or principal and agent shall exist between City and the employees, agents, or representatives of Contractor or between the Contractor and the employees, agents, or representatives of City, by virtue of this Agreement.

7. **INGRESS AND EGRESS.** City shall secure for Contractor rights of ingress and egress to the tract of land on which the work to be performed is located. City shall advise Contractor of any limitations or restrictions to ingress and egress, and Contractor, its employees, agents, or subcontractors shall abide by such limitations and restrictions.
8. **COMPLIANCE WITH LAWS.** City and Contractor each agree to comply with all laws, rules, and regulations applicable to this Agreement or the performance of work hereunder. If either party is required to pay any fine or penalty resulting from the other party's violation of such laws, rules or regulations, the party who committed the direct violation shall immediately reimburse the other for any such payment.
9. **FORCE MAJEURE.** Except for the duty to make payments hereunder when due, and the indemnification provisions under this Agreement, neither City nor Contractor shall be responsible to the other for any delay, damage, or failure caused by or occasioned by a Force Majeure Event. As used in this Agreement, "Force Majeure Event" shall mean: Any act of God, act of nature or the elements, terrorism, insurrection, revolution or civil strife, piracy, civil war or hostile action, labor strikes, acts of public enemies, federal or state laws, rules and regulations of any governmental authorities having jurisdiction over the premises, inability to procure material, equipment, or necessary labor in the open market, acute and unusual labor, material, or equipment shortages, or any other causes (except financial) beyond the control of either party. Delays due to any of the above causes shall not be deemed to be a breach of or failure to perform under this Agreement. Neither City nor Contractor shall be required against its will to adjust any labor or other similar dispute except in accordance with applicable law.
9. **INTELLECTUAL PROPERTY.** Contractor retains all intellectual property rights in any property invented or composed in the course of or incident to the performance of Contractor's work required under this Agreement. City acquires no right or interest in any such intellectual property, by virtue of this Agreement or the work performed under this Agreement.
10. **INSURANCE.**
  - a. At all times during the term of this Agreement, Contractor shall, at its own expense, maintain with an insurance company or companies authorized to do business in the state where the work is to be performed, or through a funded or state approved self-insurance program, insurance coverage of the kind and in the minimum amounts listed in Exhibit B, which Exhibit is attached and incorporated into this Agreement.
  - b. Upon advance written notice, Contractor shall provide additional amounts or kinds of insurance as may reasonably be deemed necessary by City from time to time in response to the ongoing nature of operations and changes in exposure to loss, but only to the extent the insurance is commercially available.
11. **DAMAGE LIABILITY.** The awarded CONTRACTOR shall be responsible for all claims filed for damage to private property, windows, screen enclosures, real estate signs, etc. Additionally, the CONTRACTOR shall be responsible for damage to all public property or utility property, fire hydrants, catch basins, guy wires telephone pedestals, etc. Copies of all damage claims shall be submitted to the Procurement Division.
12. **INDEMNITY**
  - a. Contractor agrees to protect, defend, indemnify and hold harmless City, its officers, directors, employees or their invitees, and any working interest owner or non-City for whom City is obligated to perform services, from and against all claims, demands, and causes of action of every kind and character without limit arising out of Contractor's or its subcontractors' performance or nonperformance of this Agreement, except for such as may be caused by the negligence of City, its agents or employees. Contractor's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City. If it is judicially determined that the monetary limits of the insurance required hereunder or of the indemnities voluntarily assumed in this Paragraph (which Contractor and City hereby agree will be supported either by available liability insurance under which the insurer has no right of subrogation against the indemnitees, or voluntarily self-insured, in part or whole) exceed the maximum limits permitted under applicable law, it is agreed that said insurance requirements or indemnities shall automatically be amended to conform to the maximum monetary limits permitted under such law.
  - b. City and Contractor each waive any right to special, indirect and consequential damages against the other party hereto.



13. **RECORD RETENTION.** The awarded CONTRACTOR shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City of Cape Coral reserves the right to determine the record-keeping method in the event of non-conformity. If a Public Construction Bond is required records shall be maintained for ten (10) years, after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

Records of the Contractor's personnel, sub-consultants, and the costs pertaining to the Project shall be kept in accordance with generally accepted accounting practices. Contractor shall keep full and detailed accounts and financial records pertaining to the provision of services for the City. Prior to commencing work, Contractor shall review with and obtain the City's approval of the accounting procedures and records to be utilized by the Contractor on the Project. Contractor shall preserve the aforementioned Project records for a period of ten (10) years after final payment, or for such longer period as may be required by law.

The failure of Contractor to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Contract and the CITY shall enforce the Default in accordance with the provisions set forth. If an audit inspection or examination in accordance with this article discloses overpricing or overcharges to the CITY (of any nature) by Contractor and/or sub-contractor(s) the CITY shall be entitled to adjustment and reimbursement or recovery in the amount of such overpricing or overcharging. If the amount of the overpricing or overcharging is determined to be more than One Hundred Thousand and No/100 Dollars (\$100,000.00), in addition to adjusting for the overcharges, the reasonable actual cost of the CITY's audit shall be reimbursed to the CITY by Contractor. Any adjustments and/or payments which must be made because of any such audit or inspection of Contractor's invoices and/or record shall be made within a reasonable amount of time (not to exceed thirty (30) calendar days) from presentation of the CITY's findings to Contractor. This provision survives the expiration of this Agreement.

14. **TERMINATION OF WORK.** City may, upon ten (10) days advance written notice, in its sole discretion, terminate work covered by any Work Authorization issued hereunder. In such event, Contractor shall be paid at the applicable rates stipulated in Contractor's Rate Schedule or Bid or as the parties otherwise agree, for services rendered up to the date of such termination.
15. **TERM; CANCELLATION.** This Agreement shall remain in effect until cancelled by either party hereto by giving the other party ten (10) days written notice. If work then being performed pursuant to this Agreement or any Work Authorization extends past such ten (10) day period, then the cancellation shall not be effective until that work is completed.
16. **NOTICE.** Unless otherwise specified in this Agreement or any Work Authorization, any notice required under this Agreement shall be in writing, addressed as follows:

If to Contractor:

John Fideli  
President  
4706 Chiquita Blvd South, Suite 200  
Cape Coral, FL 33914  
Email: jfideli@landscapesfl.com

If to City:

Procurement Division  
Attn: Kelsey Reed  
PO Box 150027  
Cape Coral, FL 33915  
Email: kreed@capecoral.gov

17. **E-VERIFY VALIDATION.** As a condition precedent to entering into this CONTRACT and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**Contractor must include E-Verify Memorandum of Understanding (MOU) Verification document.**

18. **NO WAIVER.** No waiver by either party of any of the terms, provisions or conditions of this Agreement shall be effective unless the waiver is in writing and signed by an authorized representative of both parties.
19. **ASSIGNMENT.** Neither party shall assign this Agreement, either in whole or in part, without the express prior written consent of the other party hereto. Any such attempted assignment shall be void.

20. **SEVERABILITY.** In the event any provision of this Agreement is inconsistent with or contrary to any applicable law, rule, or regulation, the provision shall be deemed to be modified to the extent required to comply with the law, rule, or regulation, and this Agreement, as so modified, shall continue in full force and effect.
21. **GOVERNING LAW.** The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract, each party shall be responsible for its own reasonable costs and attorney's fees. The Parties hereby waive their respective right, title, or interest to a trial of any disputed issues or facts by a jury.
22. **EXHIBITS.** The following Exhibits are attached hereto and made a part of this Agreement for all purposes:
- Exhibit A – Sample Work Authorization Form  
Exhibit B – Insurance Requirements  
Exhibit C – Contract Documents
23. **OTHER CONTRACTS.** Unless the parties have expressly agreed otherwise, this Agreement shall not apply to, and shall not alter, modify or supersede any other written Agreement between the parties, whether such other Agreement was entered into before or after the Effective Date.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written. Both parties agree that a single original of this Agreement will be executed.

**CITY:**

City of Cape Coral

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

**CONTRACTOR:**

John Fideli Landscapes, LLC.

By:  \_\_\_\_\_

Printed name: John Fideli

Title: President

**CITY LEGAL REVIEW:**

 Aleksander Boksner  
City Attorney

4.17.2025  
Date

**SAMPLE WORK AUTHORIZATION FORM**

This Work Authorization #(vendor initials-#), dated \_\_\_\_\_, 2025, is hereby issued pursuant to the Master Service Agreement for (Agreement Title) ("Agreement") #(agreement number), dated (date of agreement), between The City of Cape Coral, Florida ("CITY") and (vendor)("CONTRACTOR").

All terms used herein shall have the same meaning as defined in the Agreement unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth below, CITY and CONTRACTOR agree as follows:

The following exhibits are attached hereto and incorporated into this Work Authorization:

- EXHIBIT A      SCOPE OF SERVICES**
- EXHIBIT B      TECHNICAL SPECIFICATIONS AND PLANS**
- EXHIBIT C      COST PROPOSAL**

CITY hereby authorizes CONTRACTOR to provide the following services as follows:

1. **SPECIFIC SCOPE OF PROJECT:** Provide CONTRACTOR with further details than what is included with the agreement.
2. **CONTRACTOR DUTIES:** The scope of required services under the proposed work authorization shall include, but is not limited to the following:
  - a. **Technical Specifications and Plans:** Include any technical specifications and plans that the CONTRACTOR is required to do for this specific project.

**ARTICLE 2  
SCHEDULE**

The services under this Work Authorization shall commence by \_\_\_\_\_,  
and shall be completed by \_\_\_\_\_. A detailed services schedule is attached.

**ARTICLE 3  
COMPENSATION**

The compensation for the services under this Work Authorization shall be \$\_\_\_\_\_ as quoted by the CONTRACTOR.

The CONTRACTOR and the CITY agrees to the fee of xxxxxx dollars and xx cents. (\$xxxx.xx) for the cost of the project as specified in the attached EXHIBIT A.

**ARTICLE 4  
QUALIFICATIONS AND SPECIAL REQUIREMENTS**

The services to be provided under this Work Authorization are subject to the following special requirements and qualifications:



# EXHIBIT A - RPW2563KMR

List any special qualifications, licenses, crew numbers that are required for this project.

All terms and conditions of the Agreement shall remain in full force and effect unless waived or modified by an express provision of this Work Authorization.

## CITY

The City of Cape Coral, Florida

By: \_\_\_\_\_

Print Name: Mike Ilczyszyn

Its: City Manager

Date: \_\_\_\_\_

## CONTRACTOR

Vendor Name John Fideli Landscapes, LLC

By:  \_\_\_\_\_

Print Name: John Fideli

Its: President

Date: 4-21-2025

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
USE OF AND RELIANCE BY THE  
City of Cape Coral ONLY:

By: \_\_\_\_\_

Aleksandr Boksner  
City Attorney



**PROJECT: Purchase of Landscape Materials and Services (RPW2563KMR)**

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The City reserves the right to request additional documentation regarding insurance provided.*

- a. Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 personal and advertising injury

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

\$1,000,000 combined single limit (CSL); or  
\$500,000 bodily injury per person  
\$1,000,000 bodily injury per accident  
\$500,000 property damage per accident

- c. Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

**Workers' Compensation:**

Statutory

**Employers' Liability will have minimum limits of:**

\$1,000,000 per accident  
\$1,000,000 disease limit  
\$1,000,000 disease – policy limit

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

**Verification of Coverage:**

- 1.** Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The "Certificate Holder" shall read as follows:**

City of Cape Coral  
P.O. Box 150027  
Cape Coral, Florida 33915-0027

- b. The "Description of Operations/Locations/Vehicles" shall read as follows:**

*"The City of Cape Coral is named as an Additional Insured with respect to the General Liability policy, including Products and Completed Operations coverage."*

**Special Requirements:**

- 1.** An appropriate "Indemnification" clause shall be made a provision of the contract.



**Project-Specific Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract for specific risks in addition to minimum requirements. The City reserves the right to request additional documentation regarding insurance provided.*

- **Pollution/Environmental Pollution Liability** – cover third parties against bodily injury and property damage caused by hazardous waste materials released during business operations, reimbursement of mandated off-site clean-up costs, and Legal costs to investigate or settle pollution-related claims. Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

*\*Minimum completed operations period—5 years for environmental services/work and site/dirt work (excavation, paving, landscaping, and digging).*





4706 Chiquita Blvd South, Suite 200, Cape Coral FL 33914

Office: 239-984-5284 Fax: 239-984-5290

**EMAIL:** [jfidelil@landscapesfl.com](mailto:jfidelil@landscapesfl.com)

**CONTACT PERSON:** John A.J. Fideli II

**REQUEST FOR PROPOSALS**  
**TO PROVIDE LANDSCAPE MATERIALS AND SERVICES**  
**for the CITY OF CAPE CORAL**

**RPW2563KMR**

**Submittal Date: MARCH 2025**

**Corporate Signatory: John Fideli**

**(1.0)**

**Letter of Interest (2.0)**

Kelsey Reed  
Procurement Specialist  
Financial Services Department  
1015 Cultural Park Blvd.  
Cape Coral, Florida 33990  
Phone: 239-574-0841  
Email: kreed@capecoral.gov

Dear Kelsey Reed,

John Fideli Landscapes, owned and operated by John A.J. Fideli, has been a City of Cape Coral Contractor since 2008, for almost 17 years. Our interest in the current “Request for Proposal to Provide Landscape Materials and Services” corresponds with the nature of the landscape contracts we currently provide for the City of Cape Coral.

Since 2008 we have provided landscape services for a large portion of the City of Cape Coral’s numerous amenities including the Utilities Department, Fire Stations, Code Enforcement, Environmental Services, Parks and Recreation, and Public Works. At John Fideli Landscapes we have always maintained an open line of communication with those responsible for landscape maintenance within the city’s procurement department. We are familiar with the nuances and challenges involved with the City of Cape Coral’s landscape operations and we have always strived to respect the timelines required for each contract that we have maintained over the years.

At John Fideli Landscapes our commitment to the City of Cape Coral has always been to provide quality landscape services executed in a timely and professional manner as demonstrated by our long-standing record of service with the city. In addition to our current contracts, in recent months, we have been asked to submit quotes to complete additional landscape installations beyond the expectations of our present responsibilities. We were awarded these jobs, and they were completed according to the city’s requirements.

Since we were ready and able to complete these installations, as well as our current contractual responsibilities, this should be more than sufficient to demonstrate our ability to successfully meet the expectations of the “Request for Proposals to Provide Landscape Materials and Services” request (RPW2563KMR) for which we now make application by submitting the required documentation. As the authorized representative, please feel free to contact John Fideli with any questions at the address and phone numbers and email provided on the Title Page (1.0) of this Request for Proposals packet.

Sincerely,

John Fideli  
Authorized Representative  
John Fideli Landscapes  
239-984-5284

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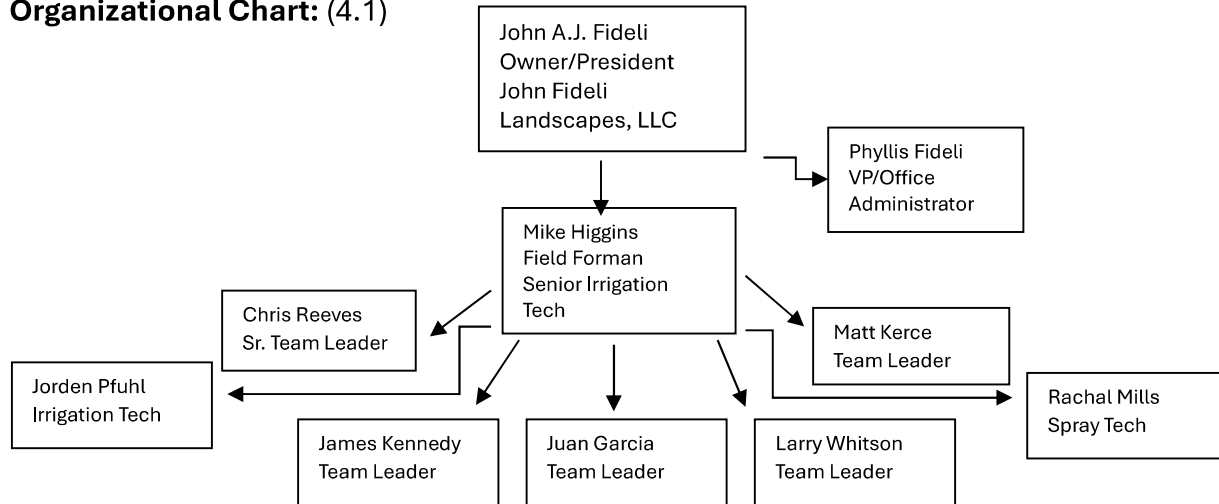
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## **Firm Background & Experience (4.0)**

**(4.1) Briefly introduce your Firm and/or individual providing a summary of the administration, organization and staffing of your Firm and/or individual, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the individuals who will undertake the engagement.**

### **Organizational Chart: (4.1)**



Since 1999 **John Fideli Landscapes** has worked closely with government agencies across the state of Florida. Originally formed as a sole proprietorship, Mr. Fideli and his team are a professional customer oriented full-service landscape management company specializing in government properties along with serving commercial and HOA properties throughout Southwest Florida.

**(4.2) Describe the organization date founded, and ownership of your firm, staffing, history, and experience with clients of similar scope and size.**

In 1999 Mr. Fideli set out to build a landscape management company based on workmanship and quality, doing so for over 9 years. During those nine years Mr. Fideli became involved in several municipal projects across the state of Florida including maintaining over 1500 acres of retention areas for Marion County and maintaining the Venice Municipal Airport for the City of Venice. In 2008, Mr. Fideli teamed up with a fellow associate to form Championship, a landscape and golf course management company. By 2014 Mr. Fideli decided to return to his roots and focus mainly on government properties, putting an end to Championship and the partnership with his business associate. **John Fideli Landscapes, LLC** was formed in 2014 by John A.J. Fideli II who services as President and CEO. In addition to John Fideli, the current staff includes 20 full-time year-round employees, 4 seasonal employees, and 1 part-time Office Administrator.

Mr. Fideli has well over 25 years of experience in the Green Industry serving all of Florida and is a Licensed Commercial RUP Applicator, a Florida Friendly Landscaping Certified Professional, a Certified Commercial Landscape Maintenance Professional, Florida Nursery, Growers, & Landscape Association (FNGLA) Certified Horticulture Professional, a member of the National Association of Landscape Professionals (NALP), a member of the International Society of Arboriculture (ISA), and a member of the Florida Nursery, Growers, & Landscape Association (FNGLA). He also holds a certification from the University of Florida's Green Industries Best Management Practices and holds a (M.O.T.) certification through the Florida Department of Transportation.

**John Fideli Landscapes** has worked on many different types of government properties including roadways, water treatment plants, airports and educational facilities, in addition to restricted access locations, such as military and corrections facilities. All personnel go through annual background checks along with continuous safety and Industry education and training.

**4.3) Provide a brief description of the Respondent's approach to provide the services requested in this RFP and the ability to perform the contract within the time specified.**

Mr. Fideli oversees and personally handles each job John Fideli Landscapes is hired to do. This means working in the field overseeing each job ensuring that all required tasks are completed properly according to the contract specifications outlined for each job. "It is solely my responsibility to see to it that things are done right the first time and that we not only meet but exceeded our customers' expectations".

John Fideli Landscapes provides a wide range of landscape maintenance, cityscape installation services and ground management services to municipalities throughout Southwest Florida. We take great pride in serving Florida communities with professional services on every project we handle. Under the proposed "Request for Proposals to Provide Landscape and Material Services" bid, the city of Cape Coral can expect to receive services solely from our employees. That is 100% of our employees will be executing the completion of each task assigned by the city. This may include an entire team of employees specifically designated to complete a task assigned by the municipality.

**(4.4) Examples of standard operating procedures and industry standards implemented by John Fideli Landscapes, LLC.**

At John Fideli Landscapes we follow procedures and industry standards specified by the landscape and horticulture licenses and memberships we hold. As demonstrated by our professional practices with all our customers, we follow strict quality standards and participate in continuous education and training to ensure that we adhere to all current green industry standards recommended by the state of Florida. Some of those include Green Industry Best Management Practices, UF/IFAS Florida Friendly Landscaping, IPM-Integrated Pest Management, and ISA Pruning & Practices Standards.

**(4.5) Identify the Principal and Key Personnel including qualifications, certifications, licenses, and resumes. Contact information required for verification.** Mr. John A.J. Fideli II **OWNER:** Mr. Fideli is highly qualified **with over 25 years' experience in the Landscape Industry.** Mr. Fideli is a Licensed Commercial RUP Applicator, a Florida Friendly Landscaping Certified Professional, a Certified Commercial Landscape Maintenance Professional, a member of the National Association of Landscape Professionals (NALP) and a member of the International Society of Arboriculture (ISA). He also has a certification from the University of Florida's Green Industries Best Management Practices and holds a (M.O.T.) certification through the Florida Department of Transportation. In addition to the licenses and certifications listed on the following page, John Fideli Landscapes is dedicated to the Green Industry as it serves the State of Florida.

**John Fideli: Current licenses, Certifications and Memberships in Professional Organizations:**

- ❖ Commercial RUP Certification: CM26563
- ❖ Commercial Urban Fertilizer Certification: LF207371
- ❖ Commercial Landscape Maintenance Certification: LC248236
- ❖ GI-BMP Certification: GV6781-1
- ❖ Florida Friendly Landscaping Certified Professional # 2022111
- ❖ University of Florida's Green Industries Best Management Practices
- ❖ M.O.T. Certification through the Florida Department of Transportation
- ❖ Member of the National Association of Landscape Professionals (NALP)
- ❖ Member of the International Society of Arboriculture (ISA)
- ❖ Member of the Florida Nursery, Growers, & Landscape Association (FNGLA)
- ❖ Florida Nursery, Growers, & Landscape Association (FNGLA) Certified Horticulture Professional

**Mr. Michael Higgins/Field Forman & Senior Irrigation Technician:** Mr. Higgins has been trained by the University of Florida's Green Industries Best Management Practices Program and currently holds a (M.O.T.) certification through the Florida Department of Transportation. In addition, he has a Commercial Urban Fertilizer Certification. Mr. Higgins is responsible for overseeing both the training of new personnel, as well as assisting experienced staff with day to day operations.

**Mrs. Phyllis Fideli/ VP and Office Administrator:** Mrs. Fideli is a retired Public School Teacher from the State of Florida. Mrs. Fideli spent her time in education working with special needs students both in the classroom and in the administrative capacity of a Special Education Liaison. She holds a BBA Degree in Business Administration from Adelphi University, Garden City, New York (1975). Her role as VP and Office Administrator includes the various administrative roles associated with operating a successful business enterprise. Mrs. Fideli handles payroll, billing and various other tasks related to the financial operations of John Fideli Landscapes.

**(4.6) John Fideli Landscapes meets the minimum requirement for being fully licensed and certified to complete the type of work to be performed in the State of Florida.**

**(See section 4.5)** John Fideli Landscapes holds all the necessary licenses, certifications and professional memberships required to perform landscape materials, maintenance, and installation services within the State of Florida. **(Current Licenses and Certifications of Key Personnel and Team Members \*\*\*copies of licenses and certification documents are attached to this document.)**

**(4.7) Percentage of Work Performed by John Fideli Landscapes.** 100% of our employees will be executing the completion of all landscape services assigned by the city. This may include an entire team of employees specifically designated to complete a task assigned by the municipality under the "Request for Proposals to Provide Landscape and Material Services" bid for the City of Cape Coral

**Qualifications & Experience of Key Personnel/Team (5.0)**

**(5.1) Identify the key lead staff and their qualifications, background and experience: (addressed in section (4.5))**

Mr. John Fideli II / President (Qualifications/Experience addressed in sections 4.5)

Mr. Michael Higgins / Field Forman & Senior Irrigation Tech (see section 4.5)

Mr. Higgins has been trained by the University of Florida's Green Industries Best Management Practices Program and currently holds a (M.O.T.) certification through the Florida Department of Transportation. In addition, he has a Commercial Urban Fertilizer Certification.

Mrs. Phyllis Fideli /VP & Office Administrator (see section 4.5)

Retired Public School Teacher, State of Florida, 23 years with Sarasota County Public Schools.  
Bachelor of Business Administration 1975, Adelphi University, Garden City NY



**(5.2) Identify team's overall experience and experience with municipality projects.**

For more than 17 years John Fideli Landscapes has provided landscape services for a large portion of the City of Cape Coral's numerous amenities including the Utilities Department, Fire Stations, Code Enforcement, Environmental Services, Parks and Recreation, and Public Works. At John Fideli Landscapes we have always maintained an open line of communication with those responsible for landscape maintenance within the city's procurement department. We are familiar with the nuances and challenges involved with the City of Cape Coral's landscape operations and we have always strived to respect the timelines required for each contract that we have maintained over the years. In addition to our municipal responsibilities for the City of Cape Coral, John Fideli Landscapes has provided other municipalities with the same landscape services and professionalism as required by the City of Cape Coral. Some of these municipalities include The State of Florida, The Florida Department of Transportation, Lee County Emergency Management, The City of Fort Myers, Charlotte County Public Schools, and The Department of Veterans Affairs. The full list of our municipal and private customers is included in section 9.0 of this document.

**(5.3) Current Licenses and Certifications of Key Personnel and Team Members: (\*\*copies of licenses and certification documents are attached to this document)**

- ❖ Commercial RUP Certification: CM26563
- ❖ Commercial Urban Fertilizer Certification: LF207371
- ❖ Commercial Landscape Maintenance Certification: LC248236
- ❖ GI-BMP Certification: GV6781-1
- ❖ Florida Friendly Landscaping Certified Professional # 2022111
- ❖ University of Florida's Green Industries Best Management Practices
- ❖ M.O.T. Certification through the Florida Department of Transportation
- ❖ Florida Nursery, Growers, & Landscape Association (FNGLA) Certified Horticulture Professional

**Understanding and Approach (6.0)**

**(6.0) Provide a project understanding and approach for the Scope of Work. Include additional tasks that are not included in the Scope of Work that the Firm feels will add value to the project.** Below is a list of services we offer on a regular basis to our customers. This list consists of the various and variety of tasks that John Fideli Landscapes offers to our clients that would correspond and enhance any landscape job requested under the "Request for Proposals to Provide Landscape Materials and Services" by the City of Cape Coral.

- ❖ Lawn and Landscape Management
- ❖ Design & Landscape Enhancement - includes the purchase and delivery of ground cover plants, trees, palms and any other materials required to complete a landscape installation project.
- ❖ Landscape Construction & Watering
- ❖ Right of Way mowing & Maintenance
- ❖ Facility Maintenance
- ❖ Landscape Consulting
- ❖ Large Area Mowing
- ❖ Fertilization & Turf Care
- ❖ Irrigation System Management
- ❖ Arbor Care – includes pruning, stump grinding, staking, tree/palm removal, etc.
- ❖ Event Cleanup Services & Emergency Services - as needed after a hurricane or disaster

## Qualification of the Firm or Team 7.0

**(7.1) At least (10) years' experience providing landscape materials and services; (2) Years for Non-For-Profit services.**

In addition to the level of experience John Fideli Landscapes has outlined in section (5.2) and the list of licenses and certifications presented in sections (5.3), John Fideli Landscapes is dedicated to the Green Industry as it serves the state of Florida. The owner, Mr. Fideli, comes qualified **with over 25 years' experience in the Landscape industry serving a variety of municipal and non-for-profit customers.** He is a Licensed Commercial RUP Applicator, a Florida Friendly Landscaping Certified Professional, a Certified Commercial Landscape Maintenance Professional, a member of the National Association of Landscape Professionals (NALP) and a member of the International Society of Arboriculture (ISA). He also has a certification from the University of Florida's Green Industries Best Management Practices and holds a (M.O.T.) certification through the Florida Department of Transportation.

**(7.2) The project manager or primary contact with at least (5) years' experience managing landscaping services, similar in complexity to the City of Cape Coral Project. Not needed for Non-for-Profit Services:**

Please see sections (5.2) and (7.1) of this document. As previously stated, Mr. Fideli is the primary contact for all landscape contracts and services provided by John Fideli Landscapes. He has over 25 years' experience in landscape management and operations.

**(7.3) Provide a list of currently active memberships to professional organizations within the Green Industry.**

- ❖ Commercial RUP Certification: CM26563
- ❖ Commercial Urban Fertilizer Certification: LF207371
- ❖ Commercial Landscape Maintenance Certification: LC248236
- ❖ GI-BMP Certification: GV6781-1
- ❖ Florida Friendly Landscaping Certified Professional # 2022111
- ❖ University of Florida's Green Industries Best Management Practices
- ❖ M.O.T. Certification through the Florida Department of Transportation
- ❖ Florida Nursery, Growers, & Landscape Association (FNGLA) Certified Horticulture Professional

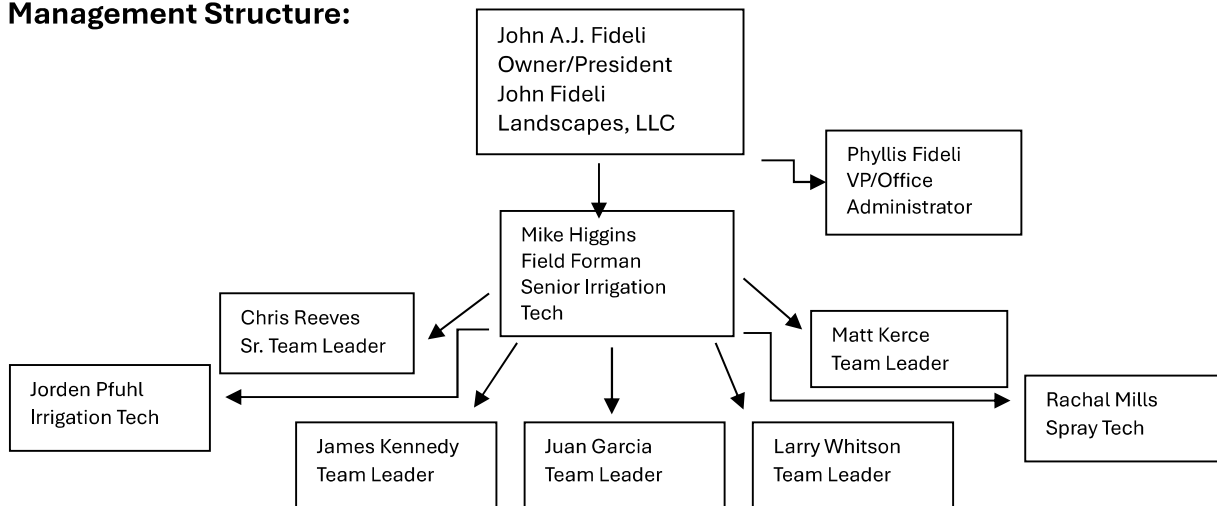
As demonstrated by our professional practices with all our customers, including our current obligations with the City of Cape Coral, we follow strict quality standards and participate in continuous education and training to ensure that we adhere to all current Green Industry standards recommended by the state of Florida. Some of those include Green Industry Best Management Practices, UF/IFAS Florida Friendly Landscaping, IPM-Integrated Pest Management, and ISA Pruning & Practices Standards.

## Team Management and Ability to Complete Work (8.0)

### **(8.1) Identify the overall management structure of the proposed team.**

Below is the chart showing the management structure currently used by John Fideli Landscapes. Mr. Higgins answers directly to John A.J. Fideli, Owner/President of the company. Mr. Higgins is responsible for day-to-day supervision and training of employees, the investigation and resolution of problems that may arise during field operations including irrigation issues and assists Mr. Fideli with the maintenance of equipment. Mr. Fideli is actively involved in the daily operations of his company, which ensures that both contracts and projects for both his private and municipal customers are completed according to all specifications.

#### **Management Structure:**



### **(8.2) Identify the office from which the work will be primarily performed.**

#### **Office Location:**

4706 Chiquita Blvd South, Suite 200, Cape Coral FL 33914  
 Office Phone Numbers: 239-984-5284  
 Fax: 239-984-5290

#### **Yard Location:**

20354 Fernwood Road, North Fort Myers FL 33917



**(8.3) Demonstrate the staffing and equipment capacities to provide the services requested in the RFP.**

Currently John Fideli Landscapes employs 20 full-time, year-round landscape staff, as well as 4 experienced individuals who are hired as seasonal employees. (Please see the list of available equipment in section 8.4). Should a need arise, that would require the use of equipment not immediately available to John Fideli Landscapes, we have the resources and partnerships available to secure the necessary equipment to complete a job in a timely fashion. John Fideli Landscapes, LLC is financially capable of adding equipment as necessary. We are in good standing with all our financial obligations and work closely with Ford Motors, John Deere, as well as numerous commercial suppliers of landscape/nursery materials, goods, and services. Financial references can be supplied upon request.

**(8.4) Provide a list of tree planting and tree care equipment owned or available to the firm.**

Below is a list of all the equipment available to complete all landscaping jobs required by the Request for Proposals to Provide Landscape Materials and Services to the City of Cape Coral.

**ALL EQUIPMENT LISTED IS OWED SOLELY BY JOHN FIDELI LANDSCAPES, LLC**

**\*\*CURRENTLY NO EQUIPMENT IS LEASED.**

**JOHN DEERE EQUIPMENT: (ALL IN GOOD OPERATING CONDITION)**

1. 2019 John Deere 72" Model # M955 EFI Zero Turn Mower
2. 2019 John Deere 72" Model # M955 EFI Zero Turn Mower
3. 2020 John Deere 72" Model # M955 EFI Zero Turn Mower
4. 2020 John Deere 60" Model # M955 EFI Zero Turn Mower
5. 2021 John Deere 72" Model # M960 Zero Turn Mower
6. 2021 John Deere 60" Model # M960 Zero Turn Mower
7. 2022 John Deere 60" Model # 661R Stand-on Mower
8. 2022 John Deere 60" Model # 661R Stand-on Mower
9. 2024 John Deere 60" Model # Q850M Stand-on Mower
10. 2024 John Deere 60" Model # Q850M Stand-on Mower
11. 2024 John Deere 60" Model # Q850M Stand-on Mower
12. 2024 John Deere 60" Model # Q850R
13. 2024 John Deere 72" Model # M950 Zero Turn Mower
14. 2018 John Deere 3038E 38HP Utility Tractor w/ Loader & Attachments
15. 2022 John Deere 4052R 50HP Tractor w/10' Batwing Mower
16. 2023 John Deere 4052R 50HP Tractor w/10' Batwing Mower
17. 2023 John Deere 5075E 75HP Tractor w/ 12' Batwing Mower

**JOHN DEERE EQUIPMENT CONTINUED**

18. 2024 John Deere 4052R 50HP Tractor w/12' Flex Wing Finish Mower

19. 2023 John Deere Gator HPX 4x4 UTV

20. 2023 John Deere Gator 560 4x4 UTV

21. 2020 John Deere Gator 590 4x4 UTV

22. 2024 John Deere Gator 590 4x4 UTV

22. 2023 John Deere 325G Skid Steer w/ Multiple Attachments including 36" Auger, Tree Boom, Pallet Forks, Grapple Bucket, General Use Bucket, etc.

**TORO:**

1. 2021 Toro Z Master 7500G 96" Model #74090

**SMALL (ECHO) POWER EQUIPMENT** (ALL IN GOOD CONDITION & WITHIN 3 YEARS OLD)

1. (14) Echo Line Trimmers Model # PE280

2. (10) Echo Edgers Model # PE280

3. (2) Echo Edgers Model # PE266S

4. (14) Echo Blowers Model # PB755

5. (4) Echo Pole Saws Model # SHC285

6. (8) Echo Hedge Trimmers Model # SHC225

7. (2) Echo 20" Chain Saw Model # CS4400

8. (4) Echo 12"-14" Chain Saws Model # CS 355T

9. (1) Echo 36" Chain Saw Model # CS8000

10. (1) Echo Bed Definer Model # BRD280

**MISCELLANEOUS EQUIPMENT:** (ALL IN GOOD OPERATING CONDITION)

1. Ryan Sod Cutter Model # 544844

2. Lesco Ride on Fertilizer Spreader

3. Lesco Walk Behind Power Fertilizer Spreader

4. (2) Lesco Walk Behind Push Fertilizer Spreaders

5. (3) 25' Extension Ladders

6. (3) 8'-12' Step Ladders

7. Numerous Hand Tools such as Shovels, Racks, Hoes, Axes, Wheel Barrels, etc.

8. (1) Wanco 15 Light LED Arrow Board 9. (300+) Traffic Cones, Traffic Control Signs, etc.

9. (300+) Traffic Cones Traffic Control Signs, etc.

**VEHICLES:** (ALL IN GOOD OPERTING CONDITION)

1. 2020 Ford F150 Crew Cab ½ Ton Pick Up with LED Warning Lights
2. 2018 Ford F350 Regular Cab 1 Ton Dump with LED Warning Lights & Arrow Board
3. 2020 Ford F350 Crew Cab 1 Ton Dump with Led Warning Lights
4. 2021 Ford F350 Crew Cab 1 Ton Dump with Led Warning Lights
5. 2021 Ford Ranger Super Cab Pickup with Led Warning Lights & Arrow Board
6. 2022 Ford F250 Regular Cab ¾ Ton Pick Up with Led Warning Lights & Arrow Board
7. 2022 Ford F250 Crew Cab ¾ Ton Pick Up with Led Warning Lights & Arrow Board
8. 2024 Ford F350 Crew Cab 1 Ton Pick Up with Led Warning Lights
9. 2024 Ford F250 Super Cab ¾ Ton Pick Up with Led Warning Lights & Arrow Board
10. 2024 F350 Crew Cab 1 Ton Pick Up with Led Warning Lights
11. 2002 Ford F550 Regular Cab 42' Bucket Truck with Led Warning Lights
12. 2003 Ford F150 Regular Cab ½ ton Pick Up with Led Warning Lights

**TRAILERS:** (ALL IN GOOD OPERTING CONDITION)

1. 1997 20ft utility trailer
2. 2006 Loud Trailers 25ft Equipment Trailer
3. 2003 Wells Cargo 16ft enclosed trailer
4. 2019 Pace America 20ft Enclosed Trailer
5. 2016 RC Trailers 20ft Enclosed Trailer
6. 2022 Down 2 Earth 24ft Equipment Trailer
7. 2023 Belmont 22ft Utility Trailer
8. 2023 Down 2 Earth 30ft Equipment Trailer
9. 2021 Carry-On 14ft Utility Trailer
10. 2023 Down 2 Earth 10ft Dump Trailer
11. 2024 Down 2 Earth 16ft Utility Trailer

**(8.5) Company Workload and how projects will fit into our current landscape responsibilities.**

On many occasions, our highly trained staff and organized work schedule have allowed us the opportunity and flexibility to incorporate multiple projects as part of our regular landscape routine. In the event the City of Cape Coral requires more time and focus to complete a project, John Fideli Landscapes has both the resources and ability to dedicate a team solely for the city's needs pertaining to this RFP.



## Prior Experience with Similar Work and References (9.0)

### Municipal Customer References

**Prior Experience:** (Addressed in sections 2.0 and 4.0.)

#### References

##### City of Cape Coral

Dustin Davidson, Project Inspector, Public Works  
1015 Culture Parkway  
Cape Coral, FL 33990  
Phone: 239.574.0716  
[ddavidso@capecoral.gov](mailto:ddavidso@capecoral.gov)

Customer since October 2008  
Landscape Maintenance Services  
For Beautified Medians  
\$479,710.00 Annual

William Muniz, Park Maintenance Supervisor  
1750 Everest Parkway  
Cape Coral, FL 33904  
Phone: 239-574-0821  
[wmuniz@capecoral.gov](mailto:wmuniz@capecoral.gov)

Landscape Maintenance Services  
For Multiple City Parks  
\$349,900.00 Annual

##### Lee County Emergency Management

William B. Floyd  
2665 Ortiz Ave.  
PO Box 398  
Fort Myers, FL 33902  
Phone: 239.533.3611  
[BFloyd@leegov.com](mailto:BFloyd@leegov.com)

Customer since October 2011  
Landscape Maintenance Services  
For Emergency Operations Facilities  
\$42,780.00 Annual

##### State of Florida Department of Management

William Shafer, Facilities  
2295 Victoria Avenue, Room 108, Ft Myers, FL 33901  
850-519-6611  
[William.shafer@dms.fl.gov](mailto:William.shafer@dms.fl.gov)

Customer since June 2015  
Landscape Maintenance Services  
For Fort Myers Regional Center Office:  
\$13,857.00 Annual

##### Florida Department of Transportation

Antoinette Washington  
2981 NE Pine Inland Road  
Cape Coral, FL 33909  
239-656-7862  
[antoinette.washington@dot.state.fl.us](mailto:antoinette.washington@dot.state.fl.us)

Customer since June 2016  
Landscape Maintenance Services  
For Fort Myers Operations Center Office:  
& District 1 & 7 Material Lab  
\$27,600.00 Annual

##### Florida Department of Veterans Affairs

Wayne Stark, Facilities Manager  
21281 Grayton Terrace  
Port Charlotte, FL 33954  
Office: 941-613-0919 ext. 2052  
[starkw@fdva.state.fl.us](mailto:starkw@fdva.state.fl.us)

Customer since June 2020  
Landscape Maintenance Services  
for Douglas T. Jacobson State Veterans Home  
\$42,000.00 Annual

**Department of Juvenile Justice**

Natosha Graves, FCCM  
2737 Centerview Drive, Knight Building, Room 2205  
Tallahassee, FL 32399-3100  
Office: (850) 717-2543  
natosha.graves@fldjj.gov

Customer since May 2021  
Lawn Care Services  
For Multiple Facilities  
\$177,975.00 Annual

**Charlotte County Public Schools**

Trey Jayne, Plant Operations Manager  
1029 Carmalita St  
Punta Gorda, FL 33950  
Office: 941.575.5400 ext.1315  
[Trey.Jayne@yourcharlotteschools.net](mailto:Trey.Jayne@yourcharlotteschools.net)

Customer since July 2022  
Lawn Care Services  
For Multiple School Campuses  
\$44,200.00

**Charlotte County Public Works**

Chuck Peters, Project Manager  
18500 Murdock Circle  
Port Charlotte, FL 33948  
Office: 941.575.3658  
[chuck.peters@charlottecountyfl.gov](mailto:chuck.peters@charlottecountyfl.gov)

Customer since July 2023  
Right of Way Mowing  
For South County ROW  
\$289,665.00



## **RPW2563KMR**

**John fideli landscapes, LLC**

### **Supplier Response**

#### **Event Information**

Number: RPW2563KMR  
Title: Provide Landscape Materials and Services  
Type: Request for Qualification  
Issue Date: 2/19/2025  
Deadline: 3/25/2025 03:00 PM (ET)  
Notes: The City of Cape Coral is seeking proposals from interested and qualified firms for the Provide Landscape Materials and Services, #RPW2563KMR from qualified firms experienced in the State of Florida, to provide these services. Responses to this RFP will be accepted via Electronic submission **only**.

Please upload all documents through Ion Wave.

#### **Contact Information**

Contact: Kelsey Reed Procurement Specialist  
Address: 1015 Cultural Park Blvd  
City Hall - 2nd Floor/Finance-Procurement  
Cape Coral, FL 33990  
Email: kreed@capecoral.gov



**John fideli landscapes, LLC Information**

Contact: John Fideli  
 Address: 4706 Chiquita Blvd South  
 Suite 200  
 Cape Coral, FL 33914  
 Phone: (239) 984-5284 x700  
 Fax: (239) 984-5290  
 Toll Free: (800) 590-6119  
 Email: Jfideli@landscapesfl.com

The person submitting this bid or proposal represents and warrants that he or she is duly authorized and has legal capacity to do so. This bid or proposal is authorized and is a valid and legal binding offer subject to acceptance by the City. For purposes of this bid or proposal, electronic, mechanically-applied and printed signatures, seals and dates shall be considered original signatures, seals and dates, without regard to the order in which they were affixed. The Legal Entity Name of proposer must be provided on the proposal submittal and all proposal form documents that are being submitted for the proposed goods or services requested in this solicitation. The Legal Entity Name will be used when creating the proposed goods or services contract between the Awarded Firm and the City.

John Fideli

*Signature**Submitted at 3/24/2025 05:36:08 PM (ET)*

Jfideli@landscapesfl.com

*Email***Requested Attachments****RFP Required Forms for Submission**

RFP Proposal - JFL.pdf

Upload your submission proposal package. Title the document: RFP Proposal - (Supplier name)

**Corporate Resolution Form**

Corporate Resolution - JFL.pdf

Upload completed Corporate Resolution Form OR attach your company's corporate resolution form or document(s).  
 Title the document: Corporate Resolution - (Supplier name)

**Form 3A**Form\_3A John Fideli  
Landscapes.pdf

Upload completed Form 3A, if applicable. Title the document: Form 3A - (Supplier name)

**Reference Forms**Reference\_Survey\_Forms -  
JFL.pdf

Upload completed reference forms. Title the document: Reference Forms - (Supplier name)

**Certificate of Insurance**

COI - JFL.pdf

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS: Contractor acknowledges to provide proof of Minimum Insurance Requirements as stated under the "Attachments" Tab. Certificate of Insurance to be provided prior to contract execution and approved by the City before the commencement of any work activities. Title the document: COI - (Supplier name)

**Business Licenses and Business Tax Receipts**Business Licenses and Business  
Tax Receipts - JFL.pdf

Upload copies of all business licenses and business tax receipts as required by the solicitation. Title the document: Licenses & BTR's - (Supplier name)

**Division of Corporations**Division of Corporations John  
Fideli Landscapes.pdf

Upload copy of your registration from the website www.sunbiz.org. Title the document: Division of Corporations - (Supplier name)

**E-Verify Memorandum of Understanding (MOU)**E-Verify MOU John Fideli  
Landscapes.pdf

Provide completed and returned MOU from E-Verify with submittal. Title the Document: E-Verify MOU - (Supplier name)

**Immigration Affidavit Certification**

Immigration Affidavit - JFL.pdf

Provide the completed, signed and notarized Immigration Affidavit Form with submittal. Title the document:  
Immigration Affidavit - (Supplier name)**Human Trafficking Affidavit**Human Trafficking Affidavit -  
JFL.pdfProvide the completed, signed and notarized Human Trafficking Affidavit Form with submittal. Title the  
document: Human Trafficking Affidavit - (Supplier name)**Certified Minority Business***No response*Upload documents to verify the classification being claimed, if applicable Title it: Minority Business Form - (Supplier  
name)**Bid Attributes****1 Taxpayer Identification Number (FEIN or Social Security #)**

Please provide the Federal Employer Identification Number or Social Security Number of entity.

**2 Terms and Conditions - RFP**

Download the Terms and Conditions document on the "Attachments" tab. Review and indicate below:

☒ I have downloaded, read and agree.**3 Specifications and Requirements**

Please download the Specifications and Requirements located in the "Attachments" tab.

☒ I have downloaded, read and agree.**4 State of Florida, Division of Corporations**Please submit a copy of your registration and the corresponding document number from the  
website [www.sunbiz.org](http://www.sunbiz.org) establishing your firm as authorized (including authorized representatives) to conduct  
business in the State of Florida, as provided by the Florida Department of State, Division of Corporations.

Indicate the document is attached and you can add any notes as required.

This is attached.

**5 Collusion Statement**The undersigned Bidder/Proposer affirms that the proposal/bid is genuine and not collusive or sham; that the  
bidder/proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to  
put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement  
or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other  
bidder/proposer, or to fix overhead, profit or cost element of said bid price, or that of any other bidder/proposer, or  
to secure any advantage against the City of Cape Coral of any person interested in the proposed contract; and that  
all statements in said proposal or bid are true.☒ I Agree

**6 Scrutinized Companies Certification**

Pursuant to 287.135 Florida Statute, s. 215.4725 and s. 215.473, A Company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency (state) or local governmental entity for goods or services of:

a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

b. One Million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the Company:

1. Is on the scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473; or

2. Is engaged in business operations in Cuba or Syria.

☒ I Agree

**7 Public Entity Crimes Act**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

☒ I Agree

**8 Discriminatory Vendor List**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

☒ I Agree

**9 Form 3A - Interest in Competitive Bid for Public Business**

Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), FL § (1983)) to be completed and returned with solicitation response. It is the bidder/proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

Form 3A can be found in the "Attachments" tab, if needed.

N/A

1  
0**Corporate Resolution**

The corporate resolution form is utilized to provide names of individuals that are legally authorized to execute agreements on behalf of the corporation, company, partnership, joint venture or entity. This may include signing of bid documents, contracts, forms, and agreements. The corporate resolution form includes the name of individuals, with their signatures and their official title with the entity submitting a bid or proposal.

Proposers must provide either the corporate resolution form (see Attachment Library) or the company's official letterhead, indicating the authority of the individuals who may sign and legally bind the company in proposals, bids, contracts, and agreements. The authorized individuals name(s) should be shown on the corporate resolution or letterhead with their typewritten name, their official title and actual signatures shown beside their name. The document should be signed and dated by an authorized agent of the company. The document should include the company's official address and phone number. If the primary qualifying agent is not the owner, an officer, a member, a joint venture managing partner, etc., describe the relationship to the company and provide proof of such relationship and/or license use agreement.

The City's form can be found in the "Attachments" tab, if needed.

☐ I am submitting City's Corporate Resolution Form

1  
1**Drug Free Workplace**

Florida Statutes Section 112.0455 is the "Drug-Free Workplace Act". The purpose of the Act is:

(a) promote the goal of a drug-free workplace within government through fair and reasonable drug-testing methods for the protection of public employees and employers.

(b) Encourage employers to provide employees who have drug use problems with an opportunity to participate in an employee assistance program or an alcohol and drug rehabilitation program.

(c) Provide for confidentiality of testing results.

☒ I Agree

1  
2**Reference Survey Forms**

Submit three (3) completed Reference Survey Forms for past projects completed within the past year, preferably of projects of similar scope and size. The City reserves the right to contact these references.

The Reference Survey Form can be found in the "Attachments" tab.

☒ I have attached completed reference form(s).

1  
3**Insurance Requirements**

See attached Minimum Insurance Requirements form for information relative to insurance requirements, found in the "Attachments" tab.

Without limiting its liability under this Invitation to Bid, the awarded bidder(s) shall procure and continuously maintain, without interruption, at its own expense, insurance specified on the enclosed form.

Neither approval nor failure to disapprove the insurance furnished by awarded bidder to the City shall relieve the awarded bidder of the awarded bidder's full responsibility to provide insurance, as required by this contract. The awarded bidder shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; included any and all option years that may be granted to that awarded bidder. The certificate of insurance shall contain the provision that the City be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the awarded bidder shall be responsible for submitting new or renewed certificates of insurance to the City at a minimum of fifteen (15) calendar days in advance of such expiration.

By submitting a response to the solicitation, respondent is agreeing to meet the insurance requirements of the project, which are subject to change.

**ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS:**

Contractor acknowledges to provide proof of Minimum Insurance Requirements as stated under the "Attachments" Tab. Certificate of Insurance to be provided prior to contract execution and approved by the City before the commencement of any work activities.

☒ I Acknowledge and Agree



1  
4**Deviations from Specifications**

Proposer shall clearly indicate all areas in which the items the proposer does not fully comply with the requirements of this specification. The decision as to whether an item fully complies with the stated requirements rests solely with the City of Cape Coral.

Please indicate all deviations.

No response

1  
5**Designated Contact**

Provide a primary contact that will be available during normal work hours by phone or in person and knowledgeable of all terms of the contract.

List the name, title, phone #, and email address for the primary contact below.

John Fideli, President, 2329-258-6126, Jfideli@landscapesfl.com

1  
6**Proposals to Remain Effective**

Proposals shall be effective for 120 days from Proposal Opening Date, and thereafter if accepted by the City for the term designated in this proposal. By submitting a proposal you are in agreement with this timeframe.

1  
7**Contract Term**

The Term of the Contract shall be for three (3) with the option for two (2) additional one-year periods if mutually agreed upon.

☒ I Acknowledge and Agree

1  
8**License Requirement**

It is required that the proposer hold a valid license through the State of Florida, have a local competency license and also be registered in the City of Cape Coral.

Proposer will attach copies of the documents as proof of qualifications.

☒ I Acknowledge, Agree and Attached Documents.

1  
9**City Employees**

Does your company employ any City of Cape Coral employees? Please indicate "Yes" or "No". If "Yes", note the employees name, department and division.

No

2  
0**Electronic Funds Transfer (EFT"S)**

**Payments by Electronic Funds Transfer:** All payments made by the City of Cape Coral, Florida will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer. The form may be accessed on the City of Cape Coral website at:

<https://cms4files.revize.com/capecoralfl/Procurement/VENDOR%20EFT%20AUTHORIZATION%20-%20Updated%20Jan%202024.pdf>

- Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information.

The link below will take you to the City of Cape Coral vendor Registration Page:

[https://www.capecoral.gov/departments/financial\\_services/procurement/vendor\\_registration.php](https://www.capecoral.gov/departments/financial_services/procurement/vendor_registration.php)

-

Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become register vendors and have the EFT payment form in place prior to the award of any contract.

☒ I Acknowledge

2  
1**E-Verify**

As a condition precedent to entering into this CONTRACT and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The website for E-Verify is <https://e-verify.gov>.

**NOTE: Response to this Solicitation must include E-Verify Memorandum of Understanding (MOU) Verification document. Upload the E-Verify MOU document under the Response Attachment Tab.**

**PUBLIC AGENCY CONTRACTING**

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c)1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

☒ I Acknowledge and Agree

2  
2**Immigration Affidavit Certification**

Every contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

Complete the Immigration Affidavit Certification Form found under the Attachments Tab and upload the completed Notarized form under the Response Attachments Tab.

☒ I Acknowledge and Agree

2  
3**ARTICLE VII: Purchase and Sale of Real and Personal Property: CONE OF SILENCE**

**In accordance with Article VII, Division 1, Section 2-151 (k) of the City of Cape Coral Ordinance.**

**The Cone of Silence prohibits any communication regarding a particular RFP, RFQ or bid solicitation after they have been advertised. This Cone of Silence is designed to protect the professional integrity of the procurement**

**process by shielding it  
from undue influences prior to the recommendation of contract award.**

§ 2-151

**(k) Cone of Silence.**

(1) Prohibited communication. Except as set forth in subsection (4) below, during a Competitive Solicitation, a cone of silence shall be in effect between:

- a. Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to, or are currently being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative; and
- b. Any City Council member, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Council or the City Manager to evaluate, select, or make a recommendation to the City Council or the City Manager regarding a Competitive Solicitation.

(2) Effective dates. A cone of silence shall begin and shall end for Competitive Solicitations as follows:

- a. A cone of silence shall be in effect during a competitive solicitation process beginning upon the advertisement for the Competitive Solicitation, upon the receipt of an unsolicited proposal, or during such other procurement activities as declared by the City Council.

- b. The cone of silence shall terminate when either a contract is finally approved, a protest is filed pursuant to section 2-150, or the city rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation process.

(3) Notice. When the cone of silence becomes effective for a particular Competitive Solicitation, the City Manager or designee shall provide notice of the cone of silence to the City Council. The solicitation document for the goods or services shall generally disclose the requirements of this section.

(4) Permitted communication.

- a. The cone of silence shall not apply to written or oral communications to the Procurement Manager, Procurement Manager's designee or to the City Attorney's Office.
- b. Nothing contained in this section shall prohibit any person or entity subject to this section from:
  1. Making public presentations at pre-bid conferences or at a selection or negotiation meeting related to the competitive selection.
  2. Engaging in contract negotiations with the entity selected to negotiate the terms of the contract or with the City Council during a public meeting.
  3. Making a presentation to the City Council or the selection advisory committee related to the competitive solicitation.
  4. Communicating with the person or persons designated in the competitive solicitation as the contact person for clarification or information related to the competitive solicitation. The contact person shall not be a member of the selection/evaluation committee, or the person designated to negotiate the agreement.
  5. Communicating with the city attorney or purchasing and contract administration staff in writing as provided in subsection (c) below.

(5) Violations. Any action in violation of this section may be immediate disqualification of the Competitive Solicitation or shall result in the disqualification of the vendor.



(6) Exceptions. The cone of silence shall not apply to a competitive process which seeks to enter into a contract or award of money to

- perform governmental, or quasi-governmental, social or human services primarily for charitable, benevolent, humanitarian,
- or other philanthropic purposes, such as the award of grants or support assistance to organized nonprofit entities that
- promote or assist with the care, education, health, standard of living, or general welfare of people in the City of Cape Coral,
- or that promote or assist community or neighborhood enhancements.

(Ord. 25-95, 6-12-1995; Ord. 68-07, 7-23-2007; Ord. 25-23 , § 1, 4-5-2023)

☒ I Understand and Agree

## 2 4 **Human Trafficking**

Pursuant to Florida Statute 787.06, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in F.S. 787.06.

Download the Human Trafficking Affidavit from the Attachments Tab and upload the completed Affidavit in the Response Attachment Tab.

☒ I Acknowledge and Agree

## 2 5 **FEMA Compliance**

Download the FEMA Compliance 1.15.2025 Document on the "Attachments" Tab. Review and indicate below:

☒ I have Downloaded, Read and Agree

## 2 6 **Certified Minority Business**

A certified minority business enterprise is defined by Florida Small and Minority Business Assistance Act of 1985. If applicable, the primary proposing firm should submit the Certified Minority Business (MBE -Minority Business Enterprise/WBE -Women Business Enterprise/SBE -Small Business Enterprise) certification documentation.

During the vendor registration process, you will select all applicable classifications and provide supporting documents. For this solicitation, we will only consider those classifications of the prime firm submitting the proposal.

Are you claiming this preference? If so, please indicate below which classification and attach the applicable **State of Florida certification** document in the "Response Attachments" tab.

no



**THIS RECEIPT IS FURNISHED PURSUANT TO FLORIDA  
STATE STATUTES, CHAPTER 205 AND CITY OF CAPE CORAL  
ORDINANCE 9-72 AS AMENDED**

The law requires this receipt to be displayed conspicuously at the place of business so that it is open to the view of the public and available for inspection.

Payment is due each year by September 30th. Payment after September 30th is delinquent and subject to a penalty of 10% for the month of October, plus an additional 5% for each month thereafter. The total delinquency penalty shall not exceed 25% of the Business Tax. A 25% penalty will be imposed on any person engaged in any new business, occupation or profession without first obtaining a Cape Coral Business Tax.

This receipt is for a business tax only. It does not permit the person/business to violate any existing regulatory or zoning laws of the state, county, or city, nor does it exempt the business from licenses or permits that may be required by law. This receipt does not assure quality of work.

Business Tax Receipts are available for purchase on July 1st. If you need to transfer your Business Tax Receipt due to a change of business name, ownership, location or if you are closing your business, please contact our office by phone 239-574-0430 or via email at [businesstaxreceipts@capecoral.gov](mailto:businesstaxreceipts@capecoral.gov).

**The bottom portion of this form may be detached to post**

**CITY OF CAPE CORAL**

P O Box 150027  
Cape Coral, FL 33915  
239-574-0430  
[www.capecoral.gov](http://www.capecoral.gov)

Business Location:  
4706 CHIQUITA BLVD S 200  
CAPE CORAL, FL 33914

JOHN FIDELI LANDSCAPES LLC  
4706 CHIQUITA BLVD S  
CAPE CORAL, FL 33914



**BUSINESS TAX RECEIPT**

Business Tax #: BTR-084645-2021  
Issued Date: 09/30/2024  
Expiration Date: 09/30/2025

License Type: Commercial (BTR)  
Classification: Lawn & Shrubbery  
Maintenance  
Fees Paid: \$33.00

NOTES:

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



## Local Business Tax Receipt

JOHN FIDELI LANDSCAPES, LLC  
 JOHN FIDELI LANDSCAPES, LLC  
 4706 CHIQUITA BLVD S STE 200  
 CAPE CORAL, FL 33914-6324

Dear Business Owner:

Your **2024 - 2025** Lee County Local Business Tax Receipt is attached below for account number / receipt:  
 number: **1018549 / 1002108**

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

*R. Noelle Branning*

Lee County Tax Collector

### 2024-2025 LEE COUNTY LOCAL BUSINESS TAX RECEIPT

**Account Number: 1018549**  
**Receipt Number: 1002108**  
**State License Number: GV67811**

**Location:**

4706 CHIQUITA BLVD S STE 200  
 CAPE CORAL, FL 33914-6324

JOHN FIDELI LANDSCAPES, LLC  
 JOHN FIDELI  
 4706 CHIQUITA BLVD S STE 200  
 CAPE CORAL, FL 33914-6324

**Account Expires: September 30, 2025**

May engage in the business of:

**PROFESSIONAL LANDSCAPING COMPANY**

**THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY**

Payment Information:

**PAID** INT-00-02631257

09/27/2024

\$ 105.00


**Florida Department of Agriculture and Consumer Services**  
**Pesticide Certification Office**  
**Commercial Applicator License**  
**License # CM26563**


FIDELI II, JOHN ANGELO  
20374 FERNWOOD ROAD  
NORTH FORT MYERS, FL 33917\_\_\_\_

Categories  
**3, 6, 21**

**Issued: January 26, 2024**

**Expires: February 29, 2028**

  
\_\_\_\_\_  
Signature of Licensee

  
\_\_\_\_\_  
WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.



STATE OF FLORIDA  
 Department of Agriculture and Consumer Services  
 BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
July 11, 2021	LF207371	August 5, 2025

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER  
 NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF  
 CHAPTER 482 FOR THE PERIOD EXPIRING: **August 5, 2025**

JOHN ANGELO FIDELI II  
 20374 FERNWOOD RD  
 N FORT MYERS, FL 33917

*nicole fried*  
 NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA  
 Department of Agriculture and Consumer Services  
 BUREAU OF LICENSING AND ENFORCEMENT

JOHN ANGELO FIDELI II  
 LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF207371

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD  
 EXPIRING **August 5, 2025**

*nicole fried* Signature  
 COMMISSIONER



Wallet Card  
 Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT  
 3125 CONNER BLVD, BLDG. 8  
 TALLAHASSEE, FLORIDA 32399-1650

Cut  
 here

STATE OF FLORIDA  
**Department of Agriculture and Consumer Services**  
 BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
August 8, 2024	LC248236	July 31, 2025

THE **COMMERCIAL LANDSCAPE MAINT. HOLDER** NAMED BELOW  
 HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR  
 THE PERIOD EXPIRING: **July 31, 2025**

JOHN ANGELO FIDELI II  
 20374 FERNWOOD RD  
 N FORT MYERS, FL 33917



WILTON SIMPSON, COMMISSIONER

STATE OF FLORIDA  
**Department of Agriculture and Consumer Services**  
 BUREAU OF LICENSING AND ENFORCEMENT

JOHN ANGELO FIDELI II  
**COMMERCIAL LANDSCAPE MAINT. HOLDER**

**LC248236**

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD  
 EXPIRING **July 31, 2025**



WILTON SIMPSON  
 COMMISSIONER

Signature



Wallet Card  
 Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT  
 3125 CONNER BLVD, BLDG. 8  
 TALLAHASSEE, FLORIDA 32399-1650

Cut  
 here



UNIVERSITY OF  
**FLORIDA**  
IFAS EXTENSION

## Certificate of Training Best Management Practices Florida Green Industries

GV6781-1

Certificate #

GV6781

Trainee ID #

The undersigned hereby acknowledges that

**John Fideli**

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Dr. L.E. Trenholm

Issuer

D. Rainey

Instructor

8/25/2009

Date of Class

*John D. Rainey*  
DEP Program Administrator

Not valid without seal





**FLORIDA-FRIENDLY LANDSCAPING™  
CERTIFIED PROFESSIONAL**

This certifies that

**John Fideli**

has successfully completed the Florida-Friendly Landscaping™  
Certified Professional Training

*Claire Lewis*

**Claire Lewis**

Claire Lewis, MLA, Statewide Florida-Friendly Communities Coordinator

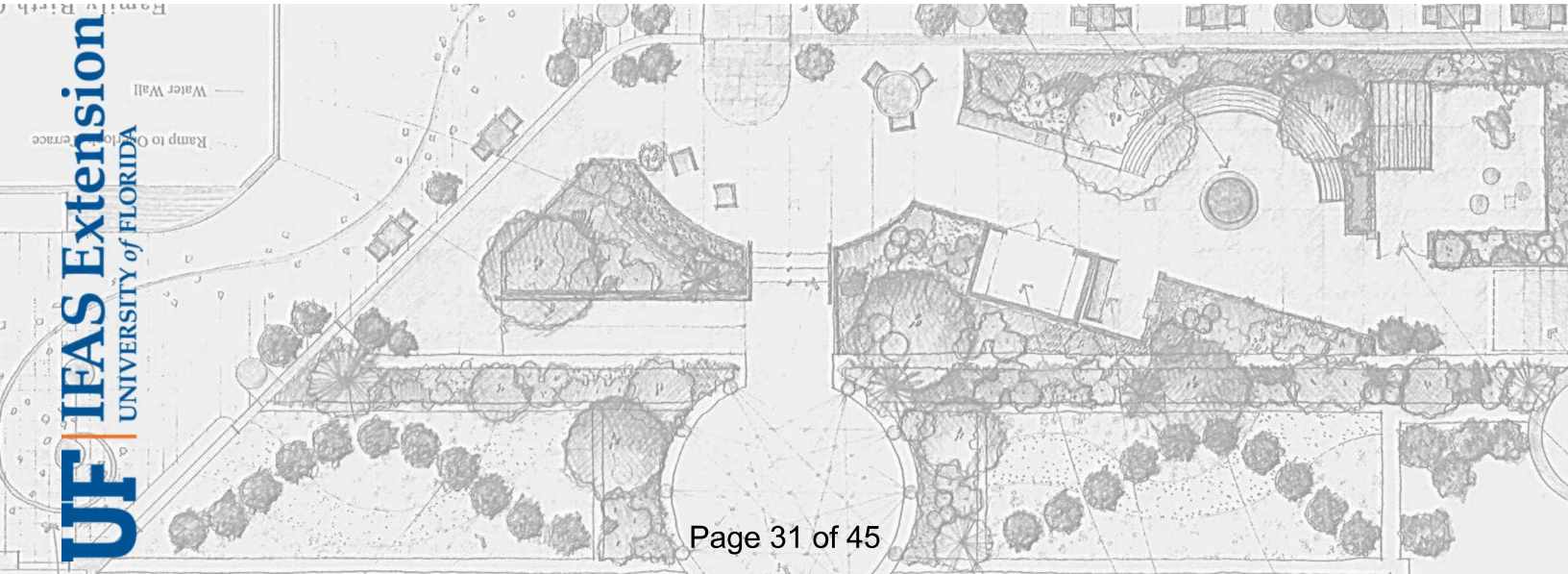
Date: 5-24-2022

*Esen Momol*

**Esen Momol**

Esen Momol, Ph.D., Director  
Florida-Friendly Landscaping™ Program

Certification# 20220111







# FNGLA Certificate of Completion

for

**John Fideli**

For Completion of

1-21 FCHP - FNGLA Certified Horticulture Professional South

Completed: 9/21/2024

FNGLA Director of Industry Certifications

# FNGLA Certified Horticulture Professional

Customer:

John Fideli (President )  
Certification Number: 123520

[MANAGE CERTIFICATION](#)

Billing:

John Fideli (President )  
20374 Fernwood Rd  
North Fort Myers, Florida 33917-6746  
United States

Dates:

Join Date: 9/21/2024  
Effective Date: 9/21/2024  
Expire Date: 9/30/2027  
Grace period ends on: 12/29/2027  
Term Dates Last Updated By  
twise@fngla.org On 9/23/2024

Orders

<div><div>1</div><div>[ 1 to 1 out of 1 records ]</div></div>			
Number	Date	Expiration Date	View
411170	9/21/2024	9/30/2027	<a href="#">VIEW</a>
<div><div>1</div></div>			

# CERTIFICATE OF COMPLETION

*John Fideli*

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Intermediate Course

Training Provider:



A Plus Training by Ron Henley, LLC  
9001 SW 124 Street  
Archer FL 32618  
Phone: 352-339-6553

Verify this Certificate by visiting [www.motadmin.com](http://www.motadmin.com)

05/24/2023

Issue Date

05/17/2027

Expiration Date

J. H

Instructor

610249

Certificate No.





CITY OF CAPE CORAL  
FINANCIAL SERVICES DEPARTMENT  
PO BOX 150027  
CAPE CORAL, FL 33915-0027

## REQUEST FOR PROPOSALS

### PROVIDE LANDSCAPE MATERIALS AND SERVICES

**RPW2563KMR**

**REQUEST FOR PROPOSALS ARE TO BE SUBMITTED ELECTRONICALLY  
THROUGH ION WAVE NO LATER THAN:**

3:00 PM EASTERN TIME (ET) ON MARCH 25, 2025, AT  
<https://capecoral.ionwave.net>

**NO QUESTIONS WILL BE ACCEPTED AFTER: 2:00 PM ET ON MARCH 5, 2025, all questions**  
**must be submitted through Ion Wave at <https://capecoral.ionwave.net> and received by stated**  
**time.**

**PROCUREMENT CONTACT:**

**Name:** Kelsey Reed  
**Title:** Procurement Specialist  
**Phone:** 239-574-0841  
**Email:** [kreed@capecoral.gov](mailto:kreed@capecoral.gov)





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*Provide Landscape Materials and Services*

*Project #RPW2563KMR*

**CITY OF CAPE CORAL  
LEGAL NOTICE  
REQUEST FOR PROPOSAL**

The City of Cape Coral, Florida, is seeking proposals for PROVIDE LANDSCAPE MATERIALS AND SERVICES, in accordance with RPW2563KMR, in the State of Florida. A copy of the Request for Proposal (RFP) Documents may be obtained online at <https://capecoral.ionwave.net>. Simply Create a User Login by completing the Supplier Registration.

**This Competitive Solicitation closes at 3:00 PM (ET), MARCH 25, 2025.** The time indicated on the Ion Wave System is considered the official time. Once the Closing Date and "Time Left" count down has expired, Ion Wave will no longer permit proposals to be submitted. It is the responsibility of the Supplier to ensure all proposals are submitted on time, through the Ion Wave System, by the Closing Deadline.

The City reserves the right to reject any or all proposals, award in whole or in part and to waive any irregularities or informalities when in the best interest of the citizens of the City of Cape Coral.

**The Legal Entity Name of proposer must be provided on the proposal submittal and all proposal form documents that are being submitted for the proposed goods or services requested in this solicitation. The Legal Entity Name will be used when creating the proposed goods or services contract between the Awarded Firm and the City.**

Pursuant to Florida State Statute 119.071 (2) Sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

**All proposals are to be submitted through the Ion Wave System at the following link:**

<https://capecoral.ionwave.net>

By Order of the City Manager

Kimberly Bruns, City Clerk

Advertise: FEBRUARY 19, 2025



## INTRODUCTION

The City of Cape Coral was incorporated in 1970 and operates under the Council/City Manager form of government. The City Council has eight members consisting of the mayor and seven members all elected at large on a nonpartisan basis. City Council is responsible for all policy-making functions of the government and retains the services of a City Attorney, City Auditor and City Manager. The City Manager is responsible for all administration of the City, which provides a comprehensive range of municipal services including general government, public safety, community services, public works, planning, utilities, and parks and recreation.

Cape Coral is the 8th largest city by population and the 3rd largest by land mass in Florida. Cape Coral currently has a population of more than 200,000 residents and is experiencing high growth. As a pre-platted community, Cape Coral could have more than 360,000 residents at buildout. The city has a sub-tropical lifestyle with thousands of waterfront residential properties on almost 400 miles of canals. About two-thirds of these canals provide boaters with direct access to the Gulf of Mexico.

## PART I: SCOPE OF WORK

### SECTION 1: PURPOSE

The City of Cape Coral is seeking proposals from qualified firms who wish to participate in a qualification pool that will be used to solicit various general and emergency landscape materials and services on an "as needed" basis as specified herein. All firms which meet or exceed the criteria established in the solicitation shall be placed on a qualification list that may be accessed by the City to obtain price proposals for various landscape materials and services.

The City intends to prequalify vendors as categorized below:

**1.1 General Landscape Materials and Services.** The City has various landscape maintenance contracts that provide routine landscape maintenance services to specific Cape Coral streetscapes, municipal facilities, and medians. However, from time to time there is a need to replace existing landscape or add landscaping to existing or new locations. The City's incumbent landscape maintenance contractors are not always the best equipped to provide the required landscape materials and/or services, due to quantity, size or species. Also, in the past, the lack of manpower and equipment availability have been concerns in response to emergency situations. Therefore, creating a pool of prequalified firms to be able to respond to supplemental landscaping needs, on an as-needed basis, is essential to the City.

General landscape services are defined as the performance of landscape services at various City of Cape Coral streetscapes, municipal facilities, and medians with the objective to maintain areas in vigorous, healthy, growing, safe, clean, and attractive condition throughout the year.

General landscape materials and services:

- purchase and delivery of ground cover plant material, trees, and palms;
- purchase, delivery, and installation of ground cover plant material, trees, and palms;
- purchase and delivery of planting supplies;
- watering;
- pruning;
- stump grinding;
- staking and guying; and
- tree removal services.

**1.2 Emergency Services.** Emergency Services are defined as work that is required in response to a natural or other disaster and shall be based on an as-needed basis.

Emergency landscape materials and services:



- tree and palm removal services;
- tree and palm pruning services;
- stump grinding;
- tree and palm staking and guying; and
- furnish and deliver landscape materials and supplies.

**1.3 Non-for-Profit Services** are defined as the performance of landscape services by organizations registered as a non-for-profit organization at various City of Cape Coral parks, greenspaces, municipal facilities, and medians with the objective to promote the expansion and sustainable maintenance of our urban forest and greenspaces.

Non-for-Profit services to include:

- purchase and delivery of ground cover plant material, trees, and palms;
- purchase, delivery, and installation of ground cover plant material, trees, and palms;
- purchase and delivery of planting supplies;
- watering;
- pruning;
- stump grinding;
- staking and guying; and
- tree removal services.

Interested contractors may submit a proposal indicating their intent to become prequalified. All contractors who meet or exceed the criteria established in this solicitation shall be placed on a qualification list. City departments may access this list to obtain price quotations from contractors for the category of goods or services (See 1.1 and 1.2 above) required for general or emergency landscape materials and services.

Firms must specify which categories they are requesting to be prequalified for as part of the Pre-qualification Process. Firms are not required to participate in all categories to be considered part of the prequalified pool. However, a firm may only participate in the category for which it has been prequalified.

Successful contractors awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the requested specifications. Firms' past performance with the City, if applicable, may be used in the evaluation process in determining recommendation for award.

**The prequalified status remains valid for a duration of three (3) years from the date of issuance of the Notice of Pre-qualification by the City with the option of two one-year renewals. However, it's essential to note that the City reserves the right to verify compliance with the requirements outlined herein at any point in time. In cases where there are significant changes in qualification status or documented poor performance, the City reserves the right to nullify and void the qualification status of the firm(s).**

**ADDITIONAL PREQUALIFIED FIRMS TO BE ADDED TO POOL.** Annually, the City will conduct a review of all firms to assess whether a re-issuance of this RFP is necessary. Should a re-issuance be warranted, additional firms may be added and invited to join the established prequalified list of firms for the remainder of the contract period.

## **SECTION 2: SCOPE OF WORK**

Awarded firms shall be deemed to be prequalified to participate on general and/or emergency landscape materials and services as follows:

### **General Landscape Materials and Services**

General landscape materials and services are defined as the performance of landscape services and/or the sale of materials for various City of Cape Coral streetscapes, municipal facilities, and medians with the objective to maintain areas in vigorous, healthy, growing, safe, clean and attractive condition throughout the year.





Prequalified vendors in the General Landscape Materials and Services categories shall then be deemed to be prequalified to participate in subsequent Invitations to Quote (ITQ) as required by the City on either an as-needed or on a periodic basis. When such spot market purchases are initiated, the prequalified vendors shall be invited to offer pricing for a specific individual purchase or a specific purchasing period.

The City may provide a general scope; however, the awarded vendor may provide a written scope of work to the City as part of its proposal. Once the project's scope is agreed to, the City will issue a purchase order with the estimate referenced as an attachment along with the bond and any other special provisions agreed to. If special terms and conditions other than those covered within this solicitation and awarded a contract are required, they will be included in the specific scope of work. They will be attached to the purchase order. Further, the purchase order shall take precedence over those in the base contract.

In determining the best contractor for the project, in addition to price, the following may be considered:

- (1) The ability and capacity of the firm to provide the requested plant materials.
- (2) Whether the firm can deliver the requested materials within the time specified, without delay or interference.
- (3) Whether the firm has the highest quality plant material (defined as Florida Fancy) in the quantities required.
- (4) The previous and existing compliance by the firm with laws and ordinances relating to the contract.
- (5) General and emergency pruning services shall require contractors have an ISA Certified Arborist on staff. Contractors will be ineligible for work that requires an ISA Certified Arborist if they do not have one on staff.

Firms that are pre-qualified will be notified of upcoming competitive solicitations (Quotations, Invitation-to-Bid and/or Request for Proposals) for work on the Purchase of Landscape Materials and Services as they become available.

### **Emergency Landscape Materials and Services**

Emergency Landscape Materials and Services are identified as those services or materials needed in response to a natural disaster or some other form of emergency. As a result, a schedule for emergency services cannot be determined until a need arises. Additionally, all applicable Federal Emergency Management Agency (FEMA) will apply under emergency service activation and must be adhered to.

Prequalified vendors in the General Landscape Services categories shall then be deemed to be prequalified to participate in subsequent Invitations to Quote (ITQ) as required by the City on either an as needed or a periodic basis. When such spot market purchases are initiated, the prequalified vendors shall be invited to offer pricing for a specific individual purchase or a specific purchasing period.

Upon notification by the City of Cape Coral, the Contractor will provide an immediate emergency response to remove obstructions. This will generally take place within 72 hours after a severe weather event. This includes the removal of trees and palms, on public property that are in danger of falling over, as well as pruning, staking, and guying salvageable trees and palms as instructed by City staff.

It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of force majeure that the City of Cape Coral, Florida shall receive a "First Priority" for any goods and services covered under any award resulting from this solicitation, including balance of line items as applicable. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the City. By virtue of submitting a response to this solicitation, the vendor agrees to provide all award-related goods and services to the City on a "first priority" under the emergency conditions noted above.

A City-issued purchase order shall serve as a "notice to proceed." The period for the completion of services will include mobilization, planning, weather, location, removal, and disposal. No additional claims may be made for delays due to these items. When the tasks have been completed, the awarded vendor shall notify the City and



have an authorized City representative inspect the work for acceptance under the scope and terms in the Purchase Order. The City will issue in writing any corrective actions that are required. Upon completing these items, the City will issue a completion notice, and final payment will be issued.

**SERVICE DELIVERY EXPECTATIONS.** The City places an emphasis on excellent customer service delivery and expects the prequalified firm to provide the best possible customer service to any and all awarded projects throughout the term of the contract. The prequalified firm's project manager is responsible for monitoring the customer service provided to City by prequalified firm's staff, sales and support teams, and employing, as necessary, corrective measures, to ensure that the prequalified firm will provide and maintain the highest quality of customer service possible during the completion of the project(s). Project-specific deliverables and expectations shall be defined on a project-by-project basis, as specified in each ITQ.

**VOLUME OF WORK TO BE RECEIVED BY FIRM. No promise of work is given or should be understood, as a result of a qualification.** The City reserves the right to purchase any goods and/or services awarded from any resulting agreement, or another governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

### **SECTION 3: SPECIAL CONDITIONS**

- 1. LICENSE/CERTIFICATION.** Prospective firm shall maintain in current status the adequate license or certification, to pull all permits necessary to successfully complete the work. Awarded vendor(s) shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract.
- 2. METHOD OF PAYMENT.** The City shall provide periodic payments for services rendered by the Contractor. For the City to provide payment, the Contractor shall submit a fully documented invoice within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a City representative has reviewed and approved the service.
- 3. GUARANTEE AGAINST DEFECTS.** The Contractor(s) shall, in addition to all other guarantees, be responsible for faulty labor and defective material within a period of one (1) year after the date of acceptance of labor and material by the City. Under this guarantee, the Contractor agrees to make good without delay, at its own expense, any failure of any part of the work after the City notifies the Contractor of such deficiencies in writing payment in full for the work does not constitute a waiver of guarantee.
- 4. CLEAN-UP.** All unusable materials and debris shall be removed from the site at the end of each workday and disposed of in an appropriate manner. Upon final completion, the Contractor(s) shall thoroughly clean up all areas, as mutually agreed with the City, where work was performed.
- 5. PERMIT COSTS.** The City will only reimburse the Contractor(s) for the cost of the permits. Proof of cost is required. The City will only reimburse for initial review and one resubmission. Costs associated with additional re-submissions will not be reimbursed. Contractor(s) shall not include permit fees on Cost Proposal. Permit costs will be charged to the City separately from the unit cost. All licenses required by municipality, governmental agency, or political subdivision shall be obtained by and paid for by the Contractor(s). Damages, penalties and/or fines imposed on the City or the Contractor(s) for failure to obtain required licenses or permits shall be borne by the Contractor(s).
- 6. BACKGROUND CHECKS/CONTRACTOR'S PERSONNEL.** The Contractor(s) shall conduct a full criminal background check at its own expense on each of its employees engaged in providing services under this ITB or any resulting Agreement prior to the commencement of said services. No Contractor employee shall be eligible to perform services, pursuant to this RFP or resulting Agreement if he or she:
  - (1) has been convicted of or was placed in a pre-trial diversion program for any crime involving dishonesty or breach of trust; embezzlement; drug trafficking; forgery; burglary; robbery; theft; perjury; possession of stolen property; identity theft; fraud; money laundering; shoplifting; larceny; falsification of documents and/or;



- (2) has been convicted of any sex, weapons, or violent crime including but not limited to homicide; attempted homicide; rape; child molestation; extortion; terrorism or terrorist threats; kidnapping; assault; battery; and illegal weapon possession, sale or use. The Contractor(s) shall defend, indemnify, and hold the City, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of its failure to comply with this requirement.

Contractor(s) shall employ personnel competent to perform the work specified herein. The City reserves the right to request the removal of the Contractor's employee's from performing maintenance on the City's grounds where the employee's performance or actions are obviously detrimental to the program. Contractor's personnel must always wear photo identification.

**SAFETY MEASURES.** Awarded Contractor (s) shall take all precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor(s) shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standards practices, to protect workers, general public and existing structures from injury or damage.

## **PART II: SUBMISSION OF PROPOSALS**

It is imperative that the information submitted is precise, clear, and complete. All submittals are to be submitted through the Ion Wave website by uploading your Proposal and required attachments under the Response Attachments Tab. Submittals not conforming to this format may be disqualified from further consideration. All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Submittals which are substantially incomplete or lack key information may be rejected at the CITY's discretion.

Proposals should include the requirements listed below. Proposals submitted without meeting ALL the requirements may be considered non-responsive. Information submitted should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to present a clear understanding of this project and of similar past projects, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

Respondents shall include the following information in their proposals. All additional information that the Respondent believes is unique to a section and does not fit the established outline may be included at the end of each section under a subheading "Additional Information."

Firms shall submit their responses to this RFP via the electronic procurement portal, Ion Wave. The information listed in sections 1 through 8 below, shall be provided in the order detailed below, via uploading onto the Ion Wave website as one document, with the exception of Section 8, which will be provided in the Line Items Tab of Ion Wave solicitation. All other documents and information requested shall each be uploaded as separate documents.

The following information shall be provided in the order detailed: failure to provide any one part of this section without appropriate explanation may result in disqualification of your proposal.

### **1.0 Title Page (1 Page)**

List the Request for Proposal subject, the name of the firm, address, telephone number, email address, contact person, and date of submittal, and who has corporate authority to sign for the Firm.

### **2.0 Letter of Interest (2 Pages)**

Provide an introduction to your company and describe why the City of Cape Coral should select your firm(s) to perform the described work and what your commitment will be to perform the work in a timely and professional manner.



### **3.0 Table of contents (1 Page)**

Include a clear identification of the material included in the submittal by page number.

### **4.0 Firm Background & Experience (20 Points)**

- 4.1 Briefly introduce your Firm and/or Individual providing a summary of the administration, organization and staffing of your Firm and/or Individual, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the individuals who will undertake this engagement
- 4.2 Describe the organization, date founded, and ownership of your firm, staffing, history, and experience with clients of similar scope and size.
- 4.3 Provide a brief description of the Respondent's approach to provide the services requested in this RFP and the ability to perform the contract within the time specified.
- 4.4 Provide examples of standard operating procedures and industry standards the Respondent would provide for the services requested in this RFP.
- 4.5 Identify the Principal and Key Personnel of the firm to be assigned for the duration of the contract and personnel responsible for the contract administration. Include qualifications, certifications, licenses, and resumes of identified personnel. Contact information will be required for verification.
- 4.6 Indicate your firm meets the minimum requirement of being fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of their response to this Request for Qualifications. Should the Contractor not be fully licensed and certified, the Contractor's submittal will be rejected.
- 4.7 Identify the approximate percentage of the Work that will be performed by the Prime Firm (minimum 60%).

### **5.0 Qualification & Experience of Key Personnel/Team (20 Points)**

- 5.1 Identify the key lead staff and their qualifications, background and experience.
- 5.2 Identify team's overall experience and experience with municipality projects.
- 5.3 Include copies of licenses and/or certifications of Key Personnel and Team.

### **6.0 Understanding and Approach (15 Points)**

Provide a project understanding and approach for the Scope of Work. Include additional tasks that are not included in the Scope of Work that the Firm feels will add value to the project.

### **7.0 Qualification of the Firm or Team (20 Points)**

Provide qualifications to demonstrate the Firm or Team has a minimum experience of:

- 7.1 At least ten (10) years' experience providing landscape materials and services; (2) Years for Non-for-Profit services.
- 7.2 The project manager or primary contact with at least five (5) years' experience managing landscaping services, similar in complexity to the City of Cape Coral Project. Not needed for Non-for-Profit Services





7.3 Provide a list of currently active memberships to professional organizations within the Green Industry.

## 8.0 Team Management and Ability to Complete Work (15 Points)

- 8.1 Identify the overall management structure of the proposed team.
- 8.2 Identify the office from which the work will be primarily performed.
- 8.3 Demonstrate the staffing and equipment capacities to provide the services requested in the RFP.
- 8.4 Provide a list of tree planting and tree care equipment owned or available to the firm.
- 8.5 Provide information on your firm's current workload and how this project will fit into your workload and the techniques that are planned to assure project schedules will be met.

## 9.0 Prior Experience with similar work and References (10 Points)

- 9.1 Provide references from three (3) current governmental agencies, including the name of the agency, contact name, telephone, and email address. For Non-for-Profit agencies 1 Provide references from three (3) current agencies, including the name of the agency, contact name, telephone, and email address.
- 9.2 Provide a list of current public and private customers

The minimum information required for each reference shall be as required on the Reference Survey Form located in the Attachments Tab and as stated in the Reference Attribute in the Attribute Tab. CITY and/or their designee must be able to make contact with the reference.

## PART III: PROPOSAL SUBMISSION TIMELINE

### 1. Request for Proposal Timeline

The **anticipated** schedule for this RFP is as follows:

Event	Date
<b>RFP Available</b>	<b>FEBRUARY 19, 2025</b>
<b>Deadline for RFP Questions</b>	<b>MARCH 5, 2025</b>
<b>Proposal Due Date</b>	<b>MARCH 25, 2025</b>
<b>Internal Evaluation Committee</b>	<b>TBD</b>
<b>Begin Contract Negotiations</b>	<b>TBD</b>
<b>Council Approval</b>	<b>TBD</b>

### 2. Evaluation Criteria

Cost may not be the primary factor in the selection of a proposal.

The evaluation and selection of a firm will be performed by the Evaluation Team. The following represent the principal selection criteria which will be considered during the evaluation process.

- 1) Firm Background & Experience 20 points
- 2) Qualification & Experience of Key Personnel/Team 20 points
- 3) Understanding and Approach 15 points



Provide Landscape Materials and Services

Project #RPW2563KMR

- |  |           |
|--|-----------|
| 4) Qualification of the Firm or Team                 | 20 points |
| 5) Team Management and Ability to Complete Work      | 15 points |
| 6) Prior Experience with similar work and References | 10 points |

The evaluation team may request the most qualified firms to make a presentation and be available for an interview or presentation. All expenses, including travel expenses for interviews shall be borne by the proposer.

Upon selection of the most qualified firm meeting the City's requirements, the City reserves the right to negotiate the price structure and will present a formal contract to the City Council for approval.

**Upon submission, all proposals become the property of the City and are subject to public records law.**

(End of Section)

## EXHIBIT 3

### MASTER SERVICE AGREEMENT #RPW2563KMR-C PROVIDE LANDSCAPE MATERIALS AND SERVICES

THIS MASTER SERVICE AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 ("Effective Date") between P&T Lawn and Tractor Service, Inc. ("Contractor") and the City of Cape Coral, Florida ("City"). Contractor and City are also referred to as "party" and collectively as the "parties". Subject to and in consideration of the mutual promises, conditions, and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **APPROVED VENDOR.** Upon execution of this Agreement and compliance with its terms, City agrees that Contractor shall be added to City's list of approved vendors for providing Landscape Materials and Services.
2. **WORK AUTHORIZATION.** From time to time, City may request services from Contractor. For each occasion on which Contractor is willing to provide requested services, the parties will enter into a work authorization ("Work Authorization" or "WA") which will describe the services to be performed and the period for performance and which will be substantially in the form attached hereto as Exhibit A. Contractor must notify City within 5 days if it accepts a Work Authorization, rejects a Work Authorization or requires changes to a Work Authorization. City may reject any acceptance or request for changes that City receives after the Work Authorization Offer Period has expired. The "Work Authorization" will be governed by and subject to the terms and conditions of this Agreement. Agreements or stipulations in any Work Authorization that are contrary to any term of this Agreement shall be void, unless Contractor and City have expressly agreed in writing that such agreement or stipulation shall supersede the terms of this Agreement.
3. **CONTRACT TERM.** The term of this agreement shall be for three (3) years from the effective date. The contract may be renewed for two additional, one-year periods, upon mutual agreement by the CITY and the CONTRACTOR.
4. **LABOR, EQUIPMENT, MATERIALS, SUPPLIES AND SERVICES**
  - a. Upon receipt of a mutually agreeable Work Authorization, Contractor shall begin furnishing the services according to the specifications and requirements of this Agreement and the Work Authorization.
  - b. All services rendered by Contractor hereunder shall be performed in accordance with industry standards. All materials and equipment furnished by Contractor in the performance of services hereunder shall be free from defects. Any of the materials, equipment, or services found to be defective shall be at Contractor's sole discretion, either removed, replaced, or corrected by Contractor without additional cost to City. Contractor shall not be liable for claims arising from or relating to latent or unknown defects.
5. **PAYMENTS:** CITY shall make payment, and CONTRACTOR shall be in receipt of all sums properly invoiced within thirty (30) days of the City's receipt of such invoice. CITY shall pay contract amount of such invoice within such thirty (30) day period. If CITY shall give such notice to the CONTRACTOR within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the CONTRACTOR the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the CONTRACTOR shall promptly refund to the CITY the amount of such overpayment.

Payments by Electronic Funds Transfer: All payments made by the City of Cape Coral, Florida will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer form. The form may be accessed on the City of Cape Coral website at:

<https://cms4files.revize.com/capecoralfl/Procurement/VENDOR%20EFT%20AUTHORIZATION%20-%20Updated%20Jan%202024.pdf>

Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information. The link below will take you to the City of Cape Coral vendor Registration page:

[https://www.capecoral.gov/department/financial\\_services/procurement/vendor\\_registration.php](https://www.capecoral.gov/department/financial_services/procurement/vendor_registration.php)

Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become register vendors and have the EFT payment form in place prior to the award of any contract.

6. **INDEPENDENT CONTRACTOR.** Contractor shall be deemed an independent contractor with respect to any and all work performed under this Agreement and any Work Authorization. It is the express understanding and

intention of the parties that no relationship of master and servant or principal and agent shall exist between City and the employees, agents, or representatives of Contractor or between the Contractor and the employees, agents, or representatives of City, by virtue of this Agreement.

7. **INGRESS AND EGRESS.** City shall secure for Contractor rights of ingress and egress to the tract of land on which the work to be performed is located. City shall advise Contractor of any limitations or restrictions to ingress and egress, and Contractor, its employees, agents, or subcontractors shall abide by such limitations and restrictions.
8. **COMPLIANCE WITH LAWS.** City and Contractor each agree to comply with all laws, rules, and regulations applicable to this Agreement or the performance of work hereunder. If either party is required to pay any fine or penalty resulting from the other party's violation of such laws, rules or regulations, the party who committed the direct violation shall immediately reimburse the other for any such payment.
9. **FORCE MAJEURE.** Except for the duty to make payments hereunder when due, and the indemnification provisions under this Agreement, neither City nor Contractor shall be responsible to the other for any delay, damage, or failure caused by or occasioned by a Force Majeure Event. As used in this Agreement, "Force Majeure Event" shall mean: Any act of God, act of nature or the elements, terrorism, insurrection, revolution or civil strife, piracy, civil war or hostile action, labor strikes, acts of public enemies, federal or state laws, rules and regulations of any governmental authorities having jurisdiction over the premises, inability to procure material, equipment, or necessary labor in the open market, acute and unusual labor, material, or equipment shortages, or any other causes (except financial) beyond the control of either party. Delays due to any of the above causes shall not be deemed to be a breach of or failure to perform under this Agreement. Neither City nor Contractor shall be required against its will to adjust any labor or other similar dispute except in accordance with applicable law.
9. **INTELLECTUAL PROPERTY.** Contractor retains all intellectual property rights in any property invented or composed in the course of or incident to the performance of Contractor's work required under this Agreement. City acquires no right or interest in any such intellectual property, by virtue of this Agreement or the work performed under this Agreement.
10. **INSURANCE.**
  - a. At all times during the term of this Agreement, Contractor shall, at its own expense, maintain with an insurance company or companies authorized to do business in the state where the work is to be performed, or through a funded or state approved self-insurance program, insurance coverage of the kind and in the minimum amounts listed in Exhibit B, which Exhibit is attached and incorporated into this Agreement.
  - b. Upon advance written notice, Contractor shall provide additional amounts or kinds of insurance as may reasonably be deemed necessary by City from time to time in response to the ongoing nature of operations and changes in exposure to loss, but only to the extent the insurance is commercially available.
11. **DAMAGE LIABILITY.** The awarded CONTRACTOR shall be responsible for all claims filed for damage to private property, windows, screen enclosures, real estate signs, etc. Additionally, the CONTRACTOR shall be responsible for damage to all public property or utility property, fire hydrants, catch basins, guy wires telephone pedestals, etc. Copies of all damage claims shall be submitted to the Procurement Division.
12. **INDEMNITY**
  - a. Contractor agrees to protect, defend, indemnify and hold harmless City, its officers, directors, employees or their invitees, and any working interest owner or non-City for whom City is obligated to perform services, from and against all claims, demands, and causes of action of every kind and character without limit arising out of Contractor's or its subcontractors' performance or nonperformance of this Agreement, except for such as may be caused by the negligence of City, its agents or employees. Contractor's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City. If it is judicially determined that the monetary limits of the insurance required hereunder or of the indemnities voluntarily assumed in this Paragraph (which Contractor and City hereby agree will be supported either by available liability insurance under which the insurer has no right of subrogation against the indemnitees, or voluntarily self-insured, in part or whole) exceed the maximum limits permitted under applicable law, it is agreed that said insurance requirements or indemnities shall automatically be amended to conform to the maximum monetary limits permitted under such law.
  - b. City and Contractor each waive any right to special, indirect and consequential damages against the other party hereto.



13. **RECORD RETENTION.** The awarded CONTRACTOR shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City of Cape Coral reserves the right to determine the record-keeping method in the event of non-conformity. If a Public Construction Bond is required records shall be maintained for ten (10) years, after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

Records of the Contractor's personnel, sub-consultants, and the costs pertaining to the Project shall be kept in accordance with generally accepted accounting practices. Contractor shall keep full and detailed accounts and financial records pertaining to the provision of services for the City. Prior to commencing work, Contractor shall review with and obtain the City's approval of the accounting procedures and records to be utilized by the Contractor on the Project. Contractor shall preserve the aforementioned Project records for a period of ten (10) years after final payment, or for such longer period as may be required by law.

The failure of Contractor to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Contract and the CITY shall enforce the Default in accordance with the provisions set forth. If an audit inspection or examination in accordance with this article discloses overpricing or overcharges to the CITY (of any nature) by Contractor and/or sub-contractor(s) the CITY shall be entitled to adjustment and reimbursement or recovery in the amount of such overpricing or overcharging. If the amount of the overpricing or overcharging is determined to be more than One Hundred Thousand and No/100 Dollars (\$100,000.00), in addition to adjusting for the overcharges, the reasonable actual cost of the CITY's audit shall be reimbursed to the CITY by Contractor. Any adjustments and/or payments which must be made because of any such audit or inspection of Contractor's invoices and/or record shall be made within a reasonable amount of time (not to exceed thirty (30) calendar days) from presentation of the CITY's findings to Contractor. This provision survives the expiration of this Agreement.

14. **TERMINATION OF WORK.** City may, upon ten (10) days advance written notice, in its sole discretion, terminate work covered by any Work Authorization issued hereunder. In such event, Contractor shall be paid at the applicable rates stipulated in Contractor's Rate Schedule or Bid or as the parties otherwise agree, for services rendered up to the date of such termination.
15. **TERM; CANCELLATION.** This Agreement shall remain in effect until cancelled by either party hereto by giving the other party ten (10) days written notice. If work then being performed pursuant to this Agreement or any Work Authorization extends past such ten (10) day period, then the cancellation shall not be effective until that work is completed.
16. **NOTICE.** Unless otherwise specified in this Agreement or any Work Authorization, any notice required under this Agreement shall be in writing, addressed as follows:

If to Contractor:

Robert Zielinski  
Executive Supervisor  
15980 Old Olga Road  
Alva, FL 33920  
Email: robertz@pandtlandscaping.com

If to City:

Procurement Division  
Attn: Kelsey Reed  
PO Box 150027  
Cape Coral, FL 33915  
Email: kreed@capecoral.gov

17. **E-VERIFY VALIDATION.** As a condition precedent to entering into this CONTRACT and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**Contractor must include E-Verify Memorandum of Understanding (MOU) Verification document.**

18. **NO WAIVER.** No waiver by either party of any of the terms, provisions or conditions of this Agreement shall be effective unless the waiver is in writing and signed by an authorized representative of both parties.
19. **ASSIGNMENT.** Neither party shall assign this Agreement, either in whole or in part, without the express prior written consent of the other party hereto. Any such attempted assignment shall be void.

20. **SEVERABILITY.** In the event any provision of this Agreement is inconsistent with or contrary to any applicable law, rule, or regulation, the provision shall be deemed to be modified to the extent required to comply with the law, rule, or regulation, and this Agreement, as so modified, shall continue in full force and effect.
21. **GOVERNING LAW.** The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract, each party shall be responsible for its own reasonable costs and attorney's fees. The Parties hereby waive their respective right, title, or interest to a trial of any disputed issues or facts by a jury.
22. **EXHIBITS.** The following Exhibits are attached hereto and made a part of this Agreement for all purposes:
- Exhibit A – Sample Work Authorization Form  
Exhibit B - Insurance Requirements  
Exhibit C – Contract Documents
23. **OTHER CONTRACTS.** Unless the parties have expressly agreed otherwise, this Agreement shall not apply to, and shall not alter, modify or supersede any other written Agreement between the parties, whether such other Agreement was entered into before or after the Effective Date.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written. Both parties agree that a single original of this Agreement will be executed.

**CITY:**

City of Cape Coral

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

**CONTRACTOR:**

P&T Lawn and Tractor Services, Inc.

By: Teena Zielinski

Printed name: Teena Zielinski

Title: President

**CITY LEGAL REVIEW:**

  
Aleksander Boksner  
City Attorney

4.17.2025  
Date

## EXHIBIT A - RPW2563KMR

### SAMPLE WORK AUTHORIZATION FORM

This Work Authorization #(vendor initials-#), dated \_\_\_\_\_, 2025, is hereby issued pursuant to the Master Service Agreement for (Agreement Title) ("Agreement") #(agreement number), dated (date of agreement), between The City of Cape Coral, Florida ("CITY") and (vendor)("CONTRACTOR").

All terms used herein shall have the same meaning as defined in the Agreement unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth below, CITY and CONTRACTOR agree as follows:

The following exhibits are attached hereto and incorporated into this Work Authorization:

- EXHIBIT A      SCOPE OF SERVICES
- EXHIBIT B      TECHNICAL SPECIFICATIONS AND PLANS
- EXHIBIT C      COST PROPOSAL

CITY hereby authorizes CONTRACTOR to provide the following services as follows:

1. **SPECIFIC SCOPE OF PROJECT:** Provide CONTRACTOR with further details than what is included with the agreement.
2. **CONTRACTOR DUTIES:** The scope of required services under the proposed work authorization shall include, but is not limited to the following:
  - a. **Technical Specifications and Plans:** Include any technical specifications and plans that the CONTRACTOR is required to do for this specific project.

### ARTICLE 2 SCHEDULE

The services under this Work Authorization shall commence by \_\_\_\_\_ and shall be completed by \_\_\_\_\_. A detailed services schedule is attached.

### ARTICLE 3 COMPENSATION

The compensation for the services under this Work Authorization shall be \$\_\_\_\_\_ as quoted by the CONTRACTOR.

The CONTRACTOR and the CITY agrees to the fee of xxxxxx dollars and xx cents. (\$xxxx.xx) for the cost of the project as specified in the attached EXHIBIT A.

### ARTICLE 4 QUALIFICATIONS AND SPECIAL REQUIREMENTS

The services to be provided under this Work Authorization are subject to the following special requirements and qualifications:

## EXHIBIT A - RPW2563KMR

List any special qualifications, licenses, crew numbers that are required for this project.

All terms and conditions of the Agreement shall remain in full force and effect unless waived or modified by an express provision of this Work Authorization.

### CITY

The City of Cape Coral, Florida

By: \_\_\_\_\_

Print Name: Mike Ilczyszyn

Its: City Manager

Date: \_\_\_\_\_

### CONTRACTOR

Vendor Name

By: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
USE OF AND RELIANCE BY THE  
City of Cape Coral ONLY:

By: \_\_\_\_\_

Aleksandr Boksner  
City Attorney





**PROJECT: Purchase of Landscape Materials and Services (RPW2563KMR)**

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The City reserves the right to request additional documentation regarding insurance provided.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 personal and advertising injury

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

\$1,000,000 combined single limit (CSL); or  
\$500,000 bodily injury per person  
\$1,000,000 bodily injury per accident  
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

**Workers' Compensation:**

Statutory

**Employers' Liability will have minimum limits of:**

\$1,000,000 per accident  
\$1,000,000 disease limit  
\$1,000,000 disease – policy limit

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

**Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. **The "Certificate Holder" shall read as follows:**

City of Cape Coral  
P.O. Box 150027  
Cape Coral, Florida 33915-0027

- b. **The "Description of Operations/Locations/Vehicles" shall read as follows:**

*"The City of Cape Coral is named as an Additional Insured with respect to the General Liability policy, including Products and Completed Operations coverage."*

**Special Requirements:**

1. An appropriate "Indemnification" clause shall be made a provision of the contract.



**Project-Specific Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract for specific risks in addition to minimum requirements. The City reserves the right to request additional documentation regarding insurance provided.*

- **Pollution/Environmental Pollution Liability** – cover third parties against bodily injury and property damage caused by hazardous waste materials released during business operations, reimbursement of mandated off-site clean-up costs, and Legal costs to investigate or settle pollution-related claims. Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

*\*Minimum completed operations period—5 years for environmental services/work and site/dirt work (excavation, paving, landscaping, and digging).*

**Project: RPW2563KMR**  
**Provide Landscape Materials and Services**

**Submitted to:**  
**City of Cape Coral, Procurement Division**  
**1015 Cultural Park Boulevard**  
**Cape Coral, FL 33990**



**By: Jessica Zielinski, on behalf of**  
**P & T Lawn and Tractor Service, Inc.**  
**15980 Old Olga Road,**  
**Alva, FL 3920**

**Office Phone: 239-694-4848**  
**Email: JessicaZ@pandtlandscaping.com**  
**Due Date: March 25, 2025, at 3:00 PM**  
**Authorized By: Teena Zielinski, President**

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*Letter of Interest*

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**P & T Lawn and Tractor Service, Inc.**  
**15980 Old Olga Road**  
**Alva, FL 33920**  
**Office: 239-694-4848**  
**Fax: 239-694-4848**

*P&T Lawn and Tractor Service, Inc. is a comprehensive landscape company. We offer services ranging from weekly landscape and irrigation maintenance to fertilization, pest control and new installations. Our company has operated under the same name for over 30 years in Southwest Florida. Since our establishment in 1991 with limited resources, we have evolved into one of the most reputable landscape providers in the region. Despite our widespread recognition, we remain committed to delivering the same high-quality service and paying attention to detail to all our customers. Drawing from our extensive experience and successful track record, we are confident that we can deliver the landscaping services that **The City of Cape Coral, Florida** is seeking.*

**Contact Info:**

- **Teena Zielinski, President**  
**Cell: 239-707-4610**  
**Email: TeenaZ@pandtlandscaping.com**
- **Pete Zielinski, Vice President**  
**Cell: 239-707-4611**  
**Email: petezielinski@comcast.net**
- **Robert Zielinski, Executive Supervisor**  
**Cell: 239-229-1567**  
**Email: RobertZ@pandtlandscaping.com**
- **Ivan Cruz, Supervisor**  
**Cell: 239-839-1511**  
**Email: Supervisore@pandtlandscaping.com**
- **Jessica Zielinski, Accounts Executive**  
**Cell: 239-633-8547**  
**Email: JessicaZ@pandtlandscaping.com**



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*Firm Background and Experience*

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Since 1990, P & T Lawn & Tractor Service, Inc. has grown to become one of the largest and longest-running family-operated landscape companies in Southwest Florida. With decades of experience and over 60 full-time employees, including an on-staff Certified Arborist, we are well-equipped to meet our customers' needs both physically and mechanically. We are licensed, bonded, and insured for all aspects of landscaping and have over thirty years of experience in municipal, utility, and government contracting. Our clientele commonly seeks services such as:

- Irrigation Maintenance & Repair
- Landscape Maintenance & Installation
- Hurricane Debris Removal
- Plant & Tree Pruning/Trimming
- Fertilization & Pest Control Service
- Bush Hogging

P&T Lawn and Tractor Services, Inc. is dedicated to surpassing your project expectations. We have cultivated strong professional relationships by expanding our company to meet the growing demands and standards of the industry. We hold all the necessary licenses and certifications to conduct business in Florida, including:

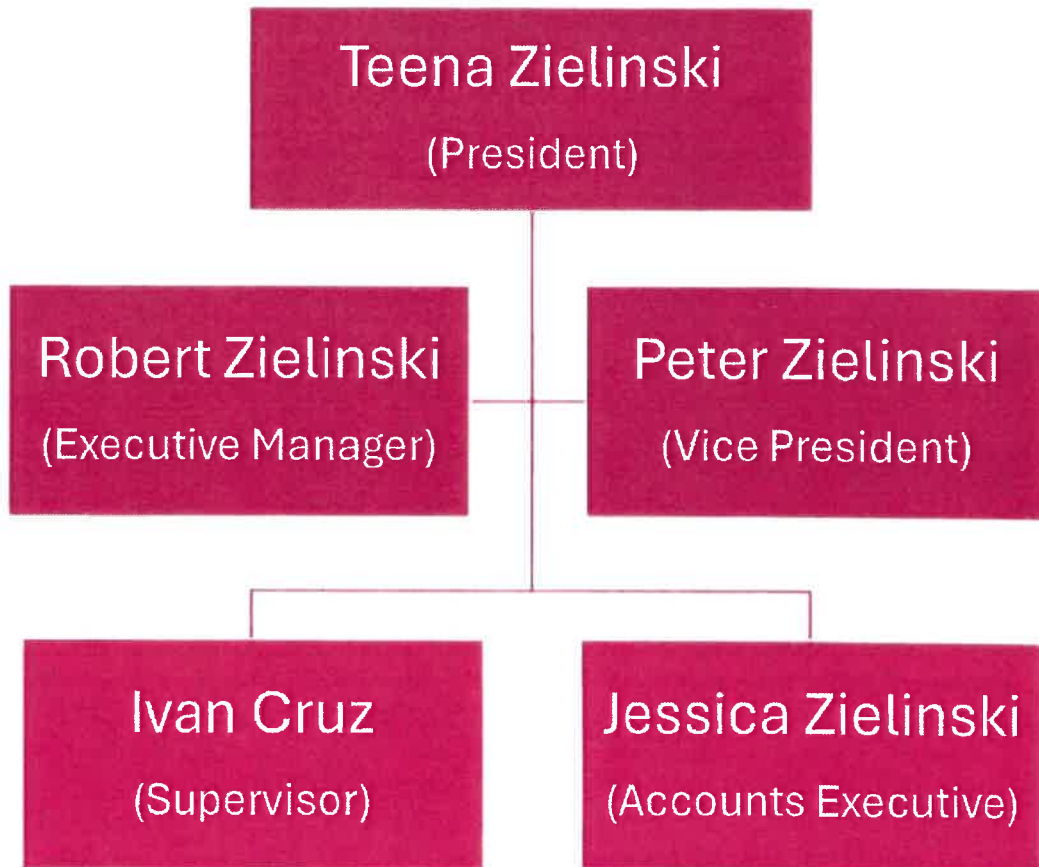
- Ornamental & Turf License
- Irrigation License
- Right-of-way License
- Certification of Intermediate Maintenance of Traffic
- Commercial Landscape Maintenance Applicator Certification
- Unlimited Pesticide Spray License
- Commercial Landscape Business License
- Certificate of Best Management Practices
- DBE Certified

Our commitment to quality performance, punctuality, and excellent customer service has led to long-term client relationships, such as those listed below:

- Lee County Parks & Recreation
- Lee County School Board
- Lee County DOT
- City of Bonita Springs Florida
- City of Cape Coral
- Florida Southwestern State College
- Covanta Corporation Resource Recovery Center
- Lee County Port Authority
- Florida Power & Light
- Lee County Utilities
- 250 Private Estates throughout Southwest Florida
- The Village of Estero

Thank you for considering P&T Lawn and Tractor Service, Inc. We have attached our organizational chart and are excited to provide you with exceptional service as the prime firm, offering over 60% of the services to be performed.

**P & T Lawn and Tractor Service, Inc. Organizational Chart**



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*Qualifications and Experience of Key Personnel and Team*

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The primary contact and after hours designee for this contract is:

- **Robert Zielinski, Executive Supervisor**  
Email: RobertZ@pandtlandscaping.com  
Cell: (239) 229-1567

Other Key Personnel Include:

- **Teena Zielinski, President**  
Email: TeenaZ@pandtlandscaping.com  
Cell: (239) 707-4610
- **Peter Zielinski, Vice President**  
Email: petezielinski@comcast.net  
Cell: (239) 707-4611
- **Ivan Cruz, Supervisor**  
Email: Supervisor@pandtlandscaping.com  
Cell: (239) 839-1511
- **Jessica Zielinski, Accounts Executive**  
Email: JessicaZ@pandtlandscaping.com  
Office: (239) 694-4848

Our ample number of dedicated employees consists of certified arborists, landscape designers, certified irrigation personnel, and professional management trained in current Best Practices for our industry and Maintenance of Traffic. P & T is a State of Florida OSD and FDOT Certified DBE/MBE company, making us eligible to perform on any State or Federally funded project. Approximately 80% of all contracts awarded to P & T are municipality projects. Please find a complete list of Certifications and Licenses help; and each head employees resume on the following pages.



**Certifications and Licenses**

<b>Certificate/ License Name</b>	<b>Licensee/Certificate Holder</b>	<b>License Number</b>	<b>Expiration Date</b>
Agriculture Dealer (License)	P & T Lawn and Tractor Service, Inc.	AD1718	08/18/2025
BMP	Francisco Francisco		N/A
BMP	Erijoel Garcia Martinez		N/A
BMP	Enrique Mata		N/A
BMP	Moises Rivera		N/A
BMP	Rafael Rodriguez-Berrios		N/A
BMP	Robert Zielinski II		N/A
Certified Arborist	Pete Zielinski	FL-9147A	06/30/2025
Certified Pest Control Operator- Lawn and Ornamental	Robert A. Zielinski II	JF327422	06/01/2025
Pest Control Company Firm	P & T Pest Management	JB261093	08/31/2025
Certificate Pest ID Card Holder	Austin Redden	JE347659	08/31/2025
Certificate Pest ID Card Holder	Moises Rivera	JE347658	08/31/2025
Certified Pest ID Card Holder	Rafael Rodriguez Berrios	JE284777	08/31/2025
Certificate Pest ID Card Holder	Jessica Zielinski	JE306541	08/31/2025
Certified Pest ID Card Holder	Peter J Zielinski	JE262355	08/31/2025
Certified Pest ID Card Holder	Teena M Zielinski	JE262357	08/31/2025
Certificate Pest ID Card Holder	Robert A Zielinski II	JE262356	08/31/2025
Certificate of Completion: Advanced MOT	Robert Zielinski	73275	05/07/2025
Certificate of Completion: MOT	Erijoel Garcia Martinez	71908	03/26/2025
Certificate of Completion: MOT	Andres Pequeno	80794	01/21/2026
Charlotte County Certificate of Competency: Irrigation	Jessica Zielinski	AAA-18-00030	09/30/2025
Charlotte County Certificate of Competency: Irrigation	Pete Zielinski	AAA-18-0031	09/30/2025

**EXHIBIT C - RPW2563-C**

City of Punta Gorda Certification of Competency: Irrigation/Sprinkler Contractor	Jessica Zielinski	22-00018610	09/30/2025
Collier County Certificate of Competency: Irrigation Sprinkler Contractor	Peter Zielinski	C29277	09/30/2025
Collier County Certificate of Competency: Irrigation Sprinkler Contractor	Jessica Zielinski	LCC20240002747	08/31/2026
Collier County Certificate of Competency: Landscape Restricted Contractor	Mary Conway (Teena) Zielinski	C29277	09/30/2025
Commercial Applicator License- ROW Pest Control, O & T Pest Control	Pete Zielinski	CM20022	09/30/2025
Commercial Applicator License-Aquatic Pest Control, ROW Pest Control, O & T Pest Control	Robert Zielinski II	CM24994	06/30/2025
Commercial Landscape Maintenance Holder	Teena Zielinski	LC108359	04/30/2025
Florida Certificate of Nursery Registration	Pete & Teena Zielinski	48015917	09/19/2025
Florida Unified Certification Program	P & T Lawn and Tractor Service, Inc.		
Hendry County Business Tax Receipt	Teena Zielinski	200625874292	09/30/2025
Lee County Local Business Tax Receipt: Irrigation/ Lawn Sprinkler Contractor	P & T Lawn and Tractor Service, Inc., Pete Zielinski	1001452 LS08-00752	09/30/2025
Lee County Local Business Tax Receipt: Irrigation/ Lawn Sprinkler Contractor	P & T Lawn and Tractor Service, Inc., Jessica Zielinski	LS16-00931	06/30/2025

**EXHIBIT C - RPW2563-C**

<b>Lee County Local Business Tax Receipt: Professional Landscape Company</b>	<b>P &amp; T Lawn and Tractor Service, Inc., Pete Zielinski</b>	<b>0905016 GV4469-1</b>	<b>09/30/2025</b>
<b>Lee County Local Business Tax Receipt: Tractor Service</b>	<b>P &amp; T Lawn and Tractor Service, Inc., Pete Zielinski</b>	<b>8903963</b>	<b>09/30/2025</b>
<b>LTD. Commercial Fertilizer Applicator Holder</b>	<b>Francisco Francisco</b>	<b>LF230880</b>	<b>03/17/2027</b>
<b>LTD. Commercial Fertilizer Applicator License</b>	<b>Samuel DeLeon</b>	<b>LF275359</b>	<b>08/15/2026</b>
<b>LTD. Commercial Fertilizer Applicator License</b>	<b>Rafael Rodriguez Berrios</b>	<b>LF275268</b>	<b>08/14/2026</b>
<b>LTD. Commercial Fertilizer Applicator License</b>	<b>Enrique Mata</b>	<b>LF275260</b>	<b>08/14/2026</b>
<b>LTD. Commercial Fertilizer Applicator License</b>	<b>Moises Rivera</b>	<b>LF275271</b>	<b>08/14/2026</b>
<b>LTD. Urban Commercial Fertilizer Applicator License</b>	<b>Robert Zielinski II</b>	<b>LF231111</b>	<b>03/24/2027</b>
<b>Minority Business: Women Business Certification</b>	<b>P&amp;T Lawn and Tractor Service, Inc.</b>	<b>NA</b>	<b>06/09/2025</b>
<b>Sarasota County Contractors Operating Certificate</b>	<b>Jessica Zielinski</b>	<b>SCC131153074</b>	<b>08/31/2026</b>
<b>State of Florida Dept of Business and Professional Regulation Construction Industry Licensing Board: Irrigation Specialty Contractor</b>	<b>Peter Zielinski</b>	<b>SCC131153014</b>	<b>08/31/2026</b>
<b>State of Florida Dept of Business and Professional Regulation Construction Industry Licensing Board: Irrigation Specialty Contractor</b>	<b>Jessica Zielinski</b>	<b>SCC131153074</b>	<b>08/31/2026</b>

EXHIBIT C - RPW2563-C

Tier 1 Illicit Discharge Detection & Elimination Training	Robert Zielinski II		N/A



Resumes of Key Personnel

## Teena Zielinski

TeenaZ@pandtlandscaping.com • 239-707-4610 •

### Education

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Fort Myers Senior High School, Fort Myers, Florida

1977

*High School Diploma*

### Professional experience

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P & T Lawn and Tractor Service, Inc., Alva, Florida

1991 to Present

#### Owner/President

- Daily management operations
- Accounts Payable & Receivable
- Payroll, Insurance, Customer Service
- Employee Screening

A-z Masonry, Fort Myers, Florida

1988 to 1991

#### Administrative Secretary

- Accounts Payable & Receivable
- Payrolls
- Insurance, Customer Service

Lee County Government Personnel, Fort Myers, Florida

1987

#### Personnel assistant

- Compiled weekly job lists
- Pre-Employment Testing
- Customer Service
- Employee Parking Schedule
- Filing

### Skills & Licensing

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**Certifications & Licensing:** Hendry County Business tax, Collier County Cert of Competency-Landscape Restricted Contractor, Commercial Landscape Maintenance Holder, and Certified Pest Id Card Holder

**Computer software/ frameworks:** Microsoft Office, Adobe, QuickBooks, Time Express

**Languages:** English

## Peter Zielinski

petezielinski@comcast.net • 239-707-4611 •

### Education

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Riverdale High School, Fort Myers, Florida

1989

*High School Diploma*

### Professional experience

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P & T Lawn and Tractor Service, Inc. Alva, Florida

1991 to Present

#### Owner/Vice President

- Scheduling
- Estimating
- Supervising
- Weekly Fleet/Equipment Safety Inspections

### Skills & Licensing

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Certifications & Licensing: Commercial applicator License Categories 3, 6; Certified Arborist, Commercial Landscape License, MOT Certification, BMP License, State of Florida Irrigation Sprinkler Contractor License, State of Florida Contractor License, Collier County Competency for Irrigation, Charlotte County Competency for Irrigation, and Certified Pest Id Card Holder

Computer software/ frameworks: **Microsoft Outlook, Microsoft Excel**

Languages: **English**

## Robert Zielinski

Robertz@pandtlandscaping.com • 239-229-1567 •

### Education

---

Riverdale High School, Fort Myers, Florida

2007

GED

### Professional experience

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2006 to Present

P & T Lawn and Tractor Service, Inc, Alva, Florida

#### Executive Supervisor

- Job Scheduling
- Construction Supervisor
- Estimating of Irrigation, Landscaping, and Pest Control
- Quality Control
- Site Observation and Implementation
- Project Manager

### Skills

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**Certifications & Licensing:** BMP Certification, Advance MOT Certification, Tier 1 Illicit Discharge Detection & Elimination Training, LTD Commercial Applicator License, and Commercial Applicator License

**Computer software/ frameworks:** Microsoft Office, Adobe, Bluebeam

**Languages:** English

## Jose Ivan Cruz

Supervisor@pandtlandscaping.com • 239-839-1511 •

### Education

Edison State College, Business Administration

1998

*Associate's degree, Turf Grass Management*

### Professional experience

P & T Lawn and Tractor Service, Inc, Alva, FL

January 2025 -  
Present

### Supervisor

- Oversee multiple crews
- Safety Reporting
- Team Management
- Estimating
- Scheduling
- Assist in Translating Spanish to English

P & T Lawn and Tractor Service, Inc.

December 2017-

August 2021

#### *Manager*

- Assist in translating Spanish to English
- Safety Reporting
- Obtain payroll hours daily and keep record
- Customer Service

Superior Landscaping

2014-  
2016

#### *Account Manager*

- Manage and maintain all accounts assigned
- Irrigation Technician

Mobile Lawn Care

2012-  
2014

#### *Crew Leader*

- Manage and maintain all accounts
- Irrigation Technician



## Skills

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Certifications and Licenses: BMP Certification, Certified Skid Steer Operator, Professional Horticulture Certification, LTD Commercial Fertilizer Applicator, MOT Certification, TORO Training

Computer software/ frameworks: **Microsoft Office, Outlook**

## Jessica Zielinski

JessicaZ@pandtlandscaping.com • 239-633-8547 •

### Education

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NOVA Southeastern University, Fort Myers, FL	2012
<i>Bachelors of Science in Nursing</i>	
Southwest Florida Christian Academy, Fort Myers, FL	2007
<i>Highschool Diploma</i>	

### Professional experience

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P & T Lawn and Tractor Service, Inc.	May 2016
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#### Clerical Manager/Accounts Executive

- Billing
- Customer Service
- Microsoft Word, Excel, Adobe
- Payroll

Lee Health	June 2013- February 2017
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#### Registered Nurse

- Charge Nurse

Desoto Memorial Hospital	May 2012-June 2013
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#### Registered Nurse

- Charge Nurse

### Skills

**Certifications & Licensing:** Florida Registered Nurse, State Irrigation Specialty Contractor for Florida

**Computer software/ frameworks:** Microsoft Office, QuickBooks, Excel, Adobe

**Languages:** English

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### *Understanding and Approach*

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P & T Lawn and Tractor Service, Inc. believes that the best way to accomplish The City of Cape Corals' Scope of Work to Provide Landscape Materials and Services is via The Systems Approach. We believe this approach will ensure that the project manager can continuously evaluate the conditions of each area involved in the contract, to guarantee the Scope of Work is being carried out properly and therefore resulting in the achievement of the highest quality of service.

The Systems Approach is a method of organizing and managing projects systemically. Through our systems approach we will be able to look at all general conditions and requirements of services as they are dependent on each other. We would also like to have consistent communication with the contract manager of Project Number RPW2563KMR to warrant that no stone is left unturned. Once the contract is awarded and various requests for landscape materials and services are quoted, we would like to be in consistent communication to ensure all needs are met. Upon receiving the award of such services, we will then be able to execute a formal plan of action.

The systems approach for RPW2563KMR will allow our project manager to keep the entire scope of work in sight, which we believe is vital when carrying out tasks properly. The primary point of contact for project management will be Robert Zielinski, Executive Supervisor. He can be reached by phone or email at the following:

Cell: 239-229-1567

Email: RobertZ@pandtlandscaping.com

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*Qualifications of Firm/Team*

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P & T Lawn and Tractor Service, Inc. has been providing landscaping materials and services to Southwest Florida for over 32 years. Our primary contacts and managers have over 20 years of experience combined with executing a variety of landscaping services. Additionally, we are continuously expanding our knowledge to meet the most current Green Industry Standards. Our memberships include:

- International Society of Arborists (ISA)
- Florida Nursery, Growers, and Landscape Association (FNGLA)
- Florida Pest Management Association (FPMA)
- Florida Irrigation Society (FIS) and Irrigation Association

In an ever-evolving industry, we understand the importance of continuing education and are constantly seeking new learning opportunities. To ensure our business and employees can continue to provide exceptional services.

The Project Manager/Primary Contact for this project is:

- Robert Zielinski, Executive Supervisor
- Cell: 239-229-1567
- Office: 239-694-4848
- Email: RobertZ@pandtlandscap inc. com



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*Team Management and Ability to Complete Work*

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P & T Lawn and Tractor Service, Inc. is composed of a hierarchy organization, mixed with a team-based management structure. P & T is made up of multiple people with different skill levels. The key personnel mentioned earlier in this package are those that the other employees go to for clarification, assistance, and any issues at hand.

Through the Systems Approach, P & T will be able to consider all general conditions and service requirements independently. P & T also aims to maintain open communication with the contract manager of **RPW2563KMR**, to ensure that no aspect is overlooked. All services will be assigned and carried out from our equipment office, located at 1971 Pine Avenue, in Alva, FL 33920. With careful scheduling and a wide range of equipment (on proceeding pages), our reliable team is equipped to handle all current and future projects.

### **Equipment List**

The proceeding page has a complete list of all equipment presently owned by P & T Lawn and Tractor Service, Inc. All our vehicles and trailers are clearly marked with P & T credentials. We are willing and able to purchase additional equipment as needed, if necessary. All equipment is owned.



### **Irrigation Trucks & Vans**

- 2-Isuzu NPR HD Truck
- 2-Ford E350 Econo-Line Van
- 2-Ford F450 Truck

### **Trenchers**

- 3-Vermeer PTX44 Ride-on Trencher
- 2- RTX101 Walk-Behind Trencher
- 1-Bobcat MT-100-mini-Skid Steer with Trencher

### **Crane, Boom, and Bucket Trucks**

- 1-Sterling Truck with 140 ft Altec Crane
- 3-Sterling 10 Ton Boom Truck
- 2-International MAX Force Bucket Truck with 60' Boom

### **Chippers**

- 2-Vermeer BC 1000 Chippers

### **Enclosed Trailers**

- 14-24 ft Continental Enclosed Trailer
- 13-30 ft Continental Enclosed Trailer



### **Excavators/Backhoe/Track hoe**

- 3-Kubota KX04-4 Mini Excavator
- 2-Case 580 Super K, Rubber Tire Backhoe
- 1-Caterpillar 325 Track hoe

### **Four Wheel Drive Loaders**

- 2-Kubota M5660 Four Wheel Drive Tractor



### **Grapple Truck**

2023 50 yard Grapple Truck

### **Heavy Equipment**

- 2-JCB 520 Load-All Extend Forklift

## **Landscape Vehicles**

- 16- Isuzu NPR Landscape Dump Truck



## **Landscape Tools**

- 35- Stihl Hedge Trimmers
- 35- Stihl Weed-Eaters
- 30- Stihl Stick Edgers
- 65- Stihl Backpack Blowers
- 45-Stihl Chainsaws
- 90-Stihl Backpack Weed Sprayers



### **Lawn Mowers**

- 1-John Deere 2500B, 62-inch Reel Mower
- 21- Scag Zero Turn Lawn Mowers, 61 inches
- 54-Scag Zero Turn Lawn Mowers, 52 inches
- 6-Standard Zero Turn Lawn Mowers, 52 inches



### **Loaders/Skid Steers**

- 2-Caterpillar 277B Skid Steer
- 2-John Deere 624 Front End Loader
- 1-Kubota SVL 95-2 Skid Steer Loader
- 4-Kubota R630 Wheel Loader
- 1-John Deere 309 Front End Loader

### **Open Trailers**

- 5-12 ft Open Trailer
- 2-16 ft Open Trailer
- 5-10 ft Open Equipment Trailer
- 3-21 ft Open Equipment Trailer

### **Pest Control Vehicles**

- 2-Isuzu NPR 200 Gallon Pest Control Truck



### **Semi-Truck**

- 1-Mack Semi Truck, with flat deck and enclosed trailer

### **Service Carts**

- 6-Kawasaki ATV 550
- 4-John Deere 500 SXS

### **Tank/Water Trucks**

- 2-Freightliner M466 2000 Gallon Water Truck



### **Tractors (Earth-moving Equipment)**

- 3-John Deere 7320 Tractor
- 2-8160 New Holland Tractor

### **Tractor Attachments**

- 2-Bushhog 15 ft Bat Wing Mowers
- 2-Bushhog 6 ft Mowers
- 5-200 Gallon Spray Tanks
- 2-6 ft Rototills

### **Work Trucks**

- 5-F250 Ford Pick-up Truck
- 6-F450 Ford Pick-Up Truck
- 3-F550 Ford Pick-Up Trucks



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*Prior Experience with Similar Work and References*

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P & T Lawn and Tractor Service, Inc. has provided services to various government and municipalities throughout Charlotte, Collier, Hendry, and Lee Counties. As a result, we have developed long-lasting relationships. Please see our references below from the agencies specified:

- **City of Bonita Springs**  
9101 Bonita Beach Road  
Bonita Springs, FL 34135  
**Contact: Joel Langaney**  
**Phone: (239) 949-6242**  
**Email: [Joel.Langaney@cityofbonitasprings.org](mailto:Joel.Langaney@cityofbonitasprings.org)**
- **City of Cape Coral**  
1015 Cultural Park Boulevard  
Cape Coral, FL 33990  
**Contact: Omar Leon**  
**Phone: (239) 242-3216**  
**Email: [OLEon@capecoral.gov](mailto:OLEon@capecoral.gov)**
- **City of Fort Myers**  
2200 2<sup>nd</sup> Street  
Fort Myers, FL 33901  
**Contact: Jose Parrilla**  
**Email: [JParrilla@fortmyers.gov](mailto:JParrilla@fortmyers.gov)**
- **Collier County**  
4800 Davis Boulevard  
Naples, FL 34104  
**Contact: Katherine Cachere**  
**Phone: (239) 252-8924**  
**Email: [Katherine.Cachere@CollierCountyFL.gov](mailto:Katherine.Cachere@CollierCountyFL.gov)**
- **Lee County DOT**  
5560 Zip Drive  
Fort Myers, FL 33905  
**Contact: Robert DeBrock**  
**Phone: (239) 533-9425**  
**Email: [RDeBrock@lee.gov](mailto:RDeBrock@lee.gov)**
- **Lee County Parks & Recreation**  
3410 Palm Beach Boulevard  
Fort Myers, FL 33916  
**Contact: Robert "Bob" Tice**  
**Phone: (239) 707-3621**  
**Email: [BTice@leeparks.com](mailto:BTice@leeparks.com)**

**Current private and public customers:**

- Airgas
- Atlas Building Company
- City of Bonita Springs, FL
- City of Cape Coral, FL
- City of Fort Myers, FL
- City of Punta Gorda, FL
- Community Asphalt
- DeAngelis Diamond
- Florida Power & Light Company
- Lee County DOT
- Lee County Facilities
- Lee County Library Administration
- Lee County Parks & Recreation
- Lee County Port Authority-SWFL International Airport
- Lotus Construction
- Owen-Ames-Kimball Company
- PMI Pavement Maintenance Company
- The School District of Lee County, Florida
- The Village of Estero
- TLC Diversified, LLC
- Wharton-Smith Inc.
- Wright Construction
- Over 100 private residences throughout Southwest Florida





## **RPW2563KMR**

**P & T Lawn and Tractor Service, Inc.**

### **Supplier Response**

#### **Event Information**

Number: RPW2563KMR  
Title: Provide Landscape Materials and Services  
Type: Request for Qualification  
Issue Date: 2/19/2025  
Deadline: 3/25/2025 03:00 PM (ET)  
Notes: The City of Cape Coral is seeking proposals from interested and qualified firms for the Provide Landscape Materials and Services, #RPW2563KMR from qualified firms experienced in the State of Florida, to provide these services. Responses to this RFP will be accepted via Electronic submission only.

Please upload all documents through Ion Wave.

#### **Contact Information**

Contact: Kelsey Reed Procurement Specialist  
Address: 1015 Cultural Park Blvd  
City Hall - 2nd Floor/Finance-Procurement  
Cape Coral, FL 33990  
Email: kreed@capecoral.gov

**P & T Lawn and Tractor Service, Inc. Information**

Contact: Jessica Zielinski  
 Address: 15980 Old Olga Road  
 Alva, FL 33920  
 Phone: (239) 694-4848  
 Fax: (239) 672-4260  
 Email: JessicaZ@pandtlandscaping.com  
 Web Address: pandtlandscaping.com

The person submitting this bid or proposal represents and warrants that he or she is duly authorized and has legal capacity to do so. This bid or proposal is authorized and is a valid and legal binding offer subject to acceptance by the City. For purposes of this bid or proposal, electronic, mechanically-applied and printed signatures, seals and dates shall be considered original signatures, seals and dates, without regard to the order in which they were affixed. The Legal Entity Name of proposer must be provided on the proposal submittal and all proposal form documents that are being submitted for the proposed goods or services requested in this solicitation. The Legal Entity Name will be used when creating the proposed goods or services contract between the Awarded Firm and the City.

Teena Zielinski

Signature

Submitted at 3/24/2025 10:07:18 AM (ET)

JessicaZ@pandtlandscaping.com

Email

**Requested Attachments****RFP Required Forms for Submission**RPW2563KMR SUBMITTALS  
P&T.pdf

Upload your submission proposal package. Title the document: RFP Proposal - (Supplier name)

**Corporate Resolution Form**

CORP RES P&amp;T LAWN.pdf

Upload completed Corporate Resolution Form OR attach your company's corporate resolution form or document(s).  
 Title the document: Corporate Resolution - (Supplier name)

**Form 3A**

FORM 3A P&amp;T LAWN.pdf

Upload completed Form 3A, if applicable. Title the document: Form 3A - (Supplier name)

**Reference Forms**

REFERENCES P&amp;T LAWN.pdf

Upload completed reference forms. Title the document: Reference Forms - (Supplier name)

**Certificate of Insurance**

COI P&amp;T LAWN.pdf

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS: Contractor acknowledges to provide proof of Minimum Insurance Requirements as stated under the "Attachments" Tab. Certificate of Insurance to be provided prior to contract execution and approved by the City before the commencement of any work activities. Title the document: COI - (Supplier name)

**Business Licenses and Business Tax Receipts**

CERTS &amp; LIC P&amp;T LAWN.pdf

Upload copies of all business licenses and business tax receipts as required by the solicitation. Title the document: Licenses & BTR's - (Supplier name)

**Division of Corporations**

DIV OF CORP P&amp;T LAWN.pdf

Upload copy of your registration from the website www.sunbiz.org. Title the document: Division of Corporations - (Supplier name)

**E-Verify Memorandum of Understanding (MOU)**

EVERIFY MOU P&amp;T LAWN.pdf

Provide completed and returned MOU from E-Verify with submittal. Title the Document: E-Verify MOU - (Supplier name)

**Immigration Affidavit Certification**IMMIGR AFF CERT P&T  
LAWN.pdf

Provide the completed, signed and notarized Immigration Affidavit Form with submittal. Title the document:  
Immigration Affidavit - (Supplier name)

**Human Trafficking Affidavit**

HUMAN TRFFKING P&amp;T LAWN.pdf

Provide the completed, signed and notarized Human Trafficking Affidavit Form with submittal. Title the document: Human Trafficking Affidavit - (Supplier name)

**Certified Minority Business**

No response

Upload documents to verify the classification being claimed, if applicable Title it: Minority Business Form - (Supplier name)

**Bid Attributes****1 Taxpayer Identification Number (FEIN or Social Security #)**

Please provide the Federal Employer Identification Number or Social Security Number of entity.

**2 Terms and Conditions - RFP**

Download the Terms and Conditions document on the "Attachments" tab. Review and indicate below:

☒ I have downloaded, read and agree.

**3 Specifications and Requirements**

Please download the Specifications and Requirements located in the "Attachments" tab.

☒ I have downloaded, read and agree.

**4 State of Florida, Division of Corporations**

Please submit a copy of your registration and the corresponding document number from the website [www.sunbiz.org](http://www.sunbiz.org) establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations.

Indicate the document is attached and you can add any notes as required.

**5 Collusion Statement**

The undersigned Bidder/Proposer affirms that the proposal/bid is genuine and not collusive or sham; that the bidder/proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder/proposer, or to fix overhead, profit or cost element of said bid price, or that of any other bidder/proposer, or to secure any advantage against the City of Cape Coral of any person interested in the proposed contract; and that all statements in said proposal or bid are true.

☒ I Agree

**6 Scrutinized Companies Certification**

Pursuant to 287.135 Florida Statute, s. 215.4725 and s. 215.473, A Company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency (state) or local governmental entity for goods or services of:

a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

b. One Million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the Company:

1. Is on the scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473; or

2. Is engaged in business operations in Cuba or Syria.

☒ I Agree

**7 Public Entity Crimes Act**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

☒ I Agree

**8 Discriminatory Vendor List**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

☒ I Agree

**9 Form 3A - Interest in Competitive Bid for Public Business**

Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), FL § (1983)) to be completed and returned with solicitation response. It is the bidder/proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

Form 3A can be found in the "Attachments" tab, if needed.

N/A

1  
0**Corporate Resolution**

The corporate resolution form is utilized to provide names of individuals that are legally authorized to execute agreements on behalf of the corporation, company, partnership, joint venture or entity. This may include signing of bid documents, contracts, forms, and agreements. The corporate resolution form includes the name of individuals, with their signatures and their official title with the entity submitting a bid or proposal.

Proposers must provide either the corporate resolution form (see Attachment Library) or the company's official letterhead, indicating the authority of the individuals who may sign and legally bind the company in proposals, bids, contracts, and agreements. The authorized individuals name(s) should be shown on the corporate resolution or letterhead with their typewritten name, their official title and actual signatures shown beside their name. The document should be signed and dated by an authorized agent of the company. The document should include the company's official address and phone number. If the primary qualifying agent is not the owner, an officer, a member, a joint venture managing partner, etc., describe the relationship to the company and provide proof of such relationship and/or license use agreement.

The City's form can be found in the "Attachments" tab, if needed.

☐ I am submitting City's Corporate Resolution Form

1  
1**Drug Free Workplace**

Florida Statutes Section 112.0455 is the "Drug-Free Workplace Act". The purpose of the Act is:

(a) promote the goal of a drug-free workplace within government through fair and reasonable drug-testing methods for the protection of public employees and employers.

(b) Encourage employers to provide employees who have drug use problems with an opportunity to participate in an employee assistance program or an alcohol and drug rehabilitation program.

(c) Provide for confidentiality of testing results.

☒ I Agree

1  
2**Reference Survey Forms**

Submit three (3) completed Reference Survey Forms for past projects completed within the past year, preferably of projects of similar scope and size. The City reserves the right to contact these references.

The Reference Survey Form can be found in the "Attachments" tab.

☒ I have attached completed reference form(s).

1  
3**Insurance Requirements**

See attached Minimum Insurance Requirements form for information relative to insurance requirements, found in the "Attachments" tab.

Without limiting its liability under this Invitation to Bid, the awarded bidder(s) shall procure and continuously maintain, without interruption, at its own expense, insurance specified on the enclosed form.

Neither approval nor failure to disapprove the insurance furnished by awarded bidder to the City shall relieve the awarded bidder of the awarded bidder's full responsibility to provide insurance, as required by this contract. The awarded bidder shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; included any and all option years that may be granted to that awarded bidder. The certificate of insurance shall contain the provision that the City be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the awarded bidder shall be responsible for submitting new or renewed certificates of insurance to the City at a minimum of fifteen (15) calendar days in advance of such expiration.

By submitting a response to the solicitation, respondent is agreeing to meet the insurance requirements of the project, which are subject to change.

**ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS:**

Contractor acknowledges to provide proof of Minimum Insurance Requirements as stated under the "Attachments" Tab. Certificate of Insurance to be provided prior to contract execution and approved by the City before the commencement of any work activities.

☒ I Acknowledge and Agree



# EXHIBIT C - RPW2563-C

1 4	<b>Deviations from Specifications</b> Proposer shall clearly indicate all areas in which the items the proposer does not fully comply with the requirements of this specification. The decision as to whether an item fully complies with the stated requirements rests solely with the City of Cape Coral.  Please indicate all deviations. <input type="text" value="No response"/>
1 5	<b>Designated Contact</b> Provide a primary contact that will be available during normal work hours by phone or in person and knowledgeable of all terms of the contract.  List the name, title, phone #, and email address for the primary contact below. <input type="text" value="Robert Zielinski, Executive Supervisor 239-229-1567, RobertZ@pandtlandscaping.com"/>
1 6	<b>Proposals to Remain Effective</b> Proposals shall be effective for 120 days from Proposal Opening Date, and thereafter if accepted by the City for the term designated in this proposal. By submitting a proposal you are in agreement with this timeframe.
1 7	<b>Contract Term</b> The Term of the Contract shall be for three (3) with the option for two (2) additional one-year periods if mutually agreed upon. <input checked="" type="checkbox"/> I Acknowledge and Agree
1 8	<b>License Requirement</b> It is required that the proposer hold a valid license through the State of Florida, have a local competency license and also be registered in the City of Cape Coral.  Proposer will attach copies of the documents as proof of qualifications. <input checked="" type="checkbox"/> I Acknowledge, Agree and Attached Documents.
1 9	<b>City Employees</b> Does your company employ any City of Cape Coral employees? Please indicate "Yes" or "No". If "Yes", note the employees name, department and division. <input type="text" value="No"/>

2  
0**Electronic Funds Transfer (EFT'S)**

**Payments by Electronic Funds Transfer:** All payments made by the City of Cape Coral, Florida will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer. The form may be accessed on the City of Cape Coral website at:

<https://cms4files.revize.com/capecoralfl/Procurement/VENDOR%20EFT%20AUTHORIZATION%20-%20Updated%20Jan%202024.pdf>

Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information.

The link below will take you to the City of Cape Coral vendor Registration Page:

[https://www.capecoral.gov/departments/financial\\_services/procurement/vendor\\_registration.php](https://www.capecoral.gov/departments/financial_services/procurement/vendor_registration.php)

Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become registered vendors and have the EFT payment form in place prior to the award of any contract.

☒ I Acknowledge

2  
1**E-Verify**

As a condition precedent to entering into this CONTRACT and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The website for E-Verify is <https://e-verify.gov>.

**NOTE: Response to this Solicitation must include E-Verify Memorandum of Understanding (MOU) Verification document. Upload the E-Verify MOU document under the Response Attachment Tab.**

**PUBLIC AGENCY CONTRACTING**

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c)1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

☒ I Acknowledge and Agree

2  
2**Immigration Affidavit Certification**

Every contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

Complete the Immigration Affidavit Certification Form found under the Attachments Tab and upload the completed Notarized form under the Response Attachments Tab.

☒ I Acknowledge and Agree

2  
3**ARTICLE VII: Purchase and Sale of Real and Personal Property: CONE OF SILENCE**

**In accordance with Article VII, Division 1, Section 2-151 (k) of the City of Cape Coral Ordinance.**

**The Cone of Silence prohibits any communication regarding a particular RFP, RFQ or bid solicitation after they have been advertised. This Cone of Silence is designed to protect the professional integrity of the procurement**

process by shielding it  
from undue influences prior to the recommendation of contract award.

§ 2-151

(k) **Cone of Silence.**

(1) Prohibited communication. Except as set forth in subsection (4) below, during a Competitive Solicitation, a cone of silence shall be in effect between:

- a. Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to, or are currently being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative; and
- b. Any City Council member, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Council or the City Manager to evaluate, select, or make a recommendation to the City Council or the City Manager regarding a Competitive Solicitation.

(2) Effective dates. A cone of silence shall begin and shall end for Competitive Solicitations as follows:

- a. A cone of silence shall be in effect during a competitive solicitation process beginning upon the advertisement for the Competitive Solicitation, upon the receipt of an unsolicited proposal, or during such other procurement activities as declared by the City Council.
- b. The cone of silence shall terminate when either a contract is finally approved, a protest is filed pursuant to section 2-150, or the city rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation process.

(3) Notice. When the cone of silence becomes effective for a particular Competitive Solicitation, the City Manager or designee shall provide notice of the cone of silence to the City Council. The solicitation document for the goods or services shall generally disclose the requirements of this section.

(4) Permitted communication.

- a. The cone of silence shall not apply to written or oral communications to the Procurement Manager, Procurement Manager's designee or to the City Attorney's Office.
- b. Nothing contained in this section shall prohibit any person or entity subject to this section from:
  1. Making public presentations at pre-bid conferences or at a selection or negotiation meeting related to the competitive selection.
  2. Engaging in contract negotiations with the entity selected to negotiate the terms of the contract or with the City Council during a public meeting.
  3. Making a presentation to the City Council or the selection advisory committee related to the competitive solicitation.
  4. Communicating with the person or persons designated in the competitive solicitation as the contact person for clarification or information related to the competitive solicitation. The contact person shall not be a member of the selection/evaluation committee, or the person designated to negotiate the agreement.
  5. Communicating with the city attorney or purchasing and contract administration staff in writing as provided in subsection (c) below.

(5) Violations. Any action in violation of this section may be immediate disqualification of the Competitive Solicitation or shall result in the disqualification of the vendor.

## EXHIBIT C - RPW2563-C

(6) Exceptions. The cone of silence shall not apply to a competitive process which seeks to enter into a contract or award of money to

- perform governmental, or quasi-governmental, social or human services primarily for charitable, benevolent, humanitarian,
- or other philanthropic purposes, such as the award of grants or support assistance to organized nonprofit entities that
- promote or assist with the care, education, health, standard of living, or general welfare of people in the City of Cape Coral,
- or that promote or assist community or neighborhood enhancements.

(Ord. 25-95, 6-12-1995; Ord. 68-07, 7-23-2007; Ord. 25-23 , § 1, 4-5-2023)

☒ I Understand and Agree

### 2 Human Trafficking

4 Pursuant to Florida Statute 787.06, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in F.S. 787.06.

Download the Human Trafficking Affidavit from the Attachments Tab and upload the completed Affidavit in the Response Attachment Tab.

☒ I Acknowledge and Agree

### 2 FEMA Compliance

5 Download the FEMA Compliance 1.15.2025 Document on the "Attachments" Tab. Review and indicate below:

☒ I have Downloaded, Read and Agree

### 2 Certified Minority Business

6 A certified minority business enterprise is defined by Florida Small and Minority Business Assistance Act of 1985. If applicable, the primary proposing firm should submit the Certified Minority Business (MBE -Minority Business Enterprise/WBE -Women Business Enterprise/SBE -Small Business Enterprise) certification documentation.

During the vendor registration process, you will select all applicable classifications and provide supporting documents. For this solicitation, we will only consider those classifications of the prime firm submitting the proposal.

Are you claiming this preference? If so, please indicate below which classification and attach the applicable **State of Florida certification** document in the "Response Attachments" tab.

Women Owned Minority Business; Certificate is with Business Licenses in "Response Attachments" tab



# Certifications & Licenses

### ***Certifications and Licensing***

Our ample number of dedicated employees consists of certified arborists, landscape designers, certified irrigation personnel, and professional management trained in current Best Practices for our industry and Maintenance of Traffic. P & T is a State of Florida OSD and FDOT Certified DBE/MBE company, making us eligible to perform on any State or Federally funded project.

<b>Certificate/ License Name</b>	<b>Licensee/Certificate Holder</b>	<b>License Number</b>	<b>Expiration Date</b>
Agriculture Dealer (License)	P & T Lawn and Tractor Service, Inc.	AD1718	08/18/2025
BMP	Francisco Francisco		N/A
BMP	Erijoel Garcia Martinez		N/A
BMP	Enrique Mata		N/A
BMP	Moises Rivera		N/A
BMP	Rafael Rodriguez-Berrios		N/A
BMP	Robert Zielinski II		N/A
Certified Arborist	Pete Zielinski	FL-9147A	06/30/2025
Certified Pest Control Operator- Lawn and Ornamental	Robert A. Zielinski II	JF327422	06/01/2025
Pest Control Company Firm	P & T Pest Management	JB261093	08/31/2025
Certificate Pest ID Card Holder	Austin Redden	JE347659	08/31/2025
Certificate Pest ID Card Holder	Moises Rivera	JE347658	08/31/2025
Certified Pest ID Card Holder	Rafael Rodriguez Berrios	JE284777	08/31/2025
Certificate Pest ID Card Holder	Jessica Zielinski	JE306541	08/31/2025
Certified Pest ID Card Holder	Peter J Zielinski	JE262355	08/31/2025
Certified Pest ID Card Holder	Teena M Zielinski	JE262357	08/31/2025
Certificate Pest ID Card Holder	Robert A Zielinski II	JE262356	08/31/2025
Certificate of Completion: Advanced MOT	Robert Zielinski	73275	05/07/2025
Certificate of Completion: MOT	Erijoel Garcia Martinez	71908	03/26/2025
Certificate of Completion: MOT	Andres Pequeno	80794	01/21/2026
Charlotte County Certificate of Competency: Irrigation	Jessica Zielinski	AAA-18-00030	09/30/2025

## EXHIBIT C - RPW2563-C

Charlotte County Certificate of Competency: Irrigation	Pete Zielinski	AAA-18-0031	09/30/2025
City of Punta Gorda Certification of Competency: Irrigation/Sprinkler Contractor	Jessica Zielinski	22-00018610	09/30/2025
Collier County Certificate of Competency: Irrigation Sprinkler Contractor	Peter Zielinski	C29277	09/30/2025
Collier County Certificate of Competency: Irrigation Sprinkler Contractor	Jessica Zielinski	LCC20240002747	08/31/2026
Collier County Certificate of Competency: Landscape Restricted Contractor	Mary Conway (Teena) Zielinski	C29277	09/30/2025
Commercial Applicator License- ROW Pest Control, O & T Pest Control	Pete Zielinski	CM20022	09/30/2025
Commercial Applicator License-Aquatic Pest Control, ROW Pest Control, O & T Pest Control	Robert Zielinski II	CM24994	06/30/2025
Commercial Landscape Maintenance Holder	Teena Zielinski	LC108359	04/30/2025
Florida Certificate of Nursery Registration	Pete & Teena Zielinski	48015917	09/19/2025
Florida Unified Certification Program	P & T Lawn and Tractor Service, Inc.		
Hendry County Business Tax Receipt	Teena Zielinski	200625874292	09/30/2025
Lee County Local Business Tax Receipt: Irrigation/Lawn Sprinkler Contractor	P & T Lawn and Tractor Service, Inc., Pete Zielinski	1001452 LS08-00752	09/30/2025
Lee County Local Business Tax Receipt: Irrigation/Lawn Sprinkler Contractor	P & T Lawn and Tractor Service, Inc., Jessica Zielinski	LS16-00931	06/30/2025
Lee County Local Business Tax Receipt: Professional Landscape Company	P & T Lawn and Tractor Service, Inc., Pete Zielinski	0905016 GV4469-1	09/30/2025
Lee County Local Business Tax Receipt: Tractor Service	P & T Lawn and Tractor Service, Inc., Pete Zielinski	8903963	09/30/2025
LTD. Commercial Fertilizer Applicator Holder	Francisco Francisco	LF230880	03/17/2027

**EXHIBIT C - RPW2563-C**

<b>LTD. Commercial Fertilizer Applicator License</b>	<b>Samuel DeLeon</b>	<b>LF275359</b>	<b>08/15/2026</b>
<b>LTD. Commercial Fertilizer Applicator License</b>	<b>Rafael Rodriguez Berrios</b>	<b>LF275268</b>	<b>08/14/2026</b>
<b>LTD. Commercial Fertilizer Applicator License</b>	<b>Enrique Mata</b>	<b>LF275260</b>	<b>08/14/2026</b>
<b>LTD. Commercial Fertilizer Applicator License</b>	<b>Moises Rivera</b>	<b>LF275271</b>	<b>08/14/2026</b>
<b>LTD. Urban Commercial Fertilizer Applicator License</b>	<b>Robert Zielinski II</b>	<b>LF231111</b>	<b>03/24/2027</b>
<b>Minority Business: Women Business Certification</b>	<b>P&amp;T Lawn and Tractor Service, Inc.</b>	<b>NA</b>	<b>06/09/2025</b>
<b>Sarasota County Contractors Operating Certificate</b>	<b>Jessica Zielinski</b>	<b>SCC131153074</b>	<b>08/31/2026</b>
<b>State of Florida Dept of Business and Professional Regulation Construction Industry Licensing Board: Irrigation Specialty Contractor</b>	<b>Peter Zielinski</b>	<b>SCC131153014</b>	<b>08/31/2026</b>
<b>State of Florida Dept of Business and Professional Regulation Construction Industry Licensing Board: Irrigation Specialty Contractor</b>	<b>Jessica Zielinski</b>	<b>SCC131153074</b>	<b>08/31/2026</b>
<b>Tier 1 Illicit Discharge Detection &amp; Elimination Training</b>	<b>Robert Zielinski II</b>		<b>N/A</b>

EXHIBIT C - RPW2563-C



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
2005 Apalachee Pkwy  
Tallahassee, Florida 32399-6500

May 4, 2024

P & T LAWN & TRACTOR SERVICE, INC  
15980 OLD OLGA RD  
ALVA, FL 33920-3447

SUBJECT: AGRICULTURAL DEALER LICENSE - BUYER CERTIFICATE  
ISSUED TO: P & T LAWN & TRACTOR SERVICE, INC  
LICENSE #: AD1718

This certificate is issued pursuant to Chapter 604, Florida Statutes. This certificate is valid only for the person and license number listed.

All agricultural dealer licenses must be renewed annually. Any license allowed to expire shall become inoperative because of failure to renew. A late fee of \$100 in addition to the license fee must be paid for any license not renewed prior to expiration.

If there are any errors on the certificate, please submit all changes in writing to the department. If you have any questions, please call the Division of Consumer Services toll free at (800) HELP-FLA (435-7352), or 850-410-3800 if calling from outside Florida.

Cut Here



State of Florida  
Department of Agriculture and Consumer Services  
Division of Consumer Services  
2005 Apalachee Pkwy  
Tallahassee, Florida 32399-6500

Registration No.: **AD1718**

Issue Date: May 3, 2024

Expiration Date: April 18, 2025

POST CERTIFICATE  
CONSPICUOUSLY

## License as Dealer in Agricultural Products

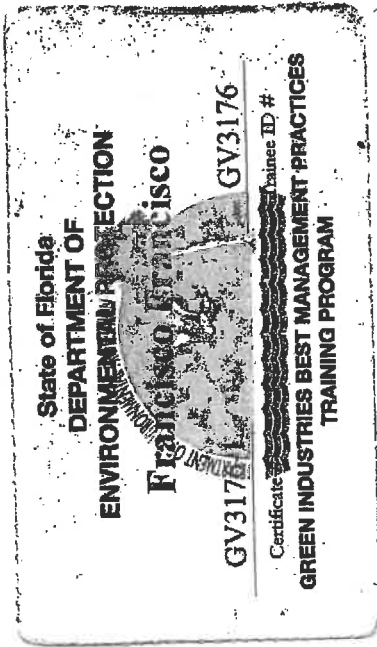
Section 604.15-604.30, Florida Statutes

P & T LAWN & TRACTOR SERVICE, INC  
1971 PINE AVE  
ALVA, FL 33920-3467

A handwritten signature in black ink, appearing to read "Wilton Simpson", is written over a horizontal line.

WILTON SIMPSON  
COMMISSIONER OF AGRICULTURE







## Department of Environmental Protection

2600 Blair Stone Road, M.S. 3510  
Tallahassee, Florida 32399-2400



GI-BMP Trainee ID: GV406776  
Certification date: 5/10/2018

Congratulations on successfully completing the Florida Green Industries Best Management Practices Training Program. Your certificate of completion and wallet card are attached. If there are errors in the certificate, or if we can be of further assistance, please contact the GI-BMP Office of the Florida-Friendly Landscaping™ Program at [gi.bmp@ifas.ufl.edu](mailto:gi.bmp@ifas.ufl.edu) or (352) 273-4517.

Please note that this training certificate alone does not authorize you to apply fertilizer commercially after January 1, 2014. You must take additional steps to become licensed for commercial fertilizer application in the state of Florida. The Limited Urban Commercial Fertilizer Applicator Certification (state "fertilizer license") is issued by the Florida Department of Agriculture and Consumer Services (FDACS).

Apply online: <https://sesecomm.freshfromflorida.com>. The certificate number from this document is required to apply for Fertilizer Applicator Certification. For assistance contact The Bureau of Entomology and Pest Control, (850) 617-7997

If your test score is 90% or greater, you may be eligible to become a GI-BMP Instructor:  
[http://fyn.ifas.ufl.edu/professionals/instructor\\_program.html](http://fyn.ifas.ufl.edu/professionals/instructor_program.html)

Test Score: 75%

Enrique Mata  
P & T Lawn & Tractor Service  
15980 Old Olga Rd  
Alva, FL 33920

State of Florida  
DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

**Enrique Mata**

GV406776-1

GV406776

Certificate #  
GREEN INDUSTRIES BEST MANAGEMENT PRACTICES  
TRAINING PROGRAM

Trainee ID #



**Department of  
Environmental Protection**

2600 Blair Stone Road, M.S. 3510  
Tallahassee, Florida 32399-2400



UNIVERSITY of FLORIDA

GI-BMP Trainee ID: GV406783  
Certification date: 5/10/2018

Congratulations on successfully completing the Florida Green Industries Best Management Practices Training Program. Your certificate of completion and wallet card are attached. If there are errors in the certificate, or if we can be of further assistance, please contact the GI-BMP Office of the Florida-Friendly Landscaping™ Program at [gi.bmp@ifas.ufl.edu](mailto:gi.bmp@ifas.ufl.edu) or (352) 273-4517.

Please note that this training certificate alone does not authorize you to apply fertilizer commercially after January 1, 2014. You must take additional steps to become licensed for commercial fertilizer application in the state of Florida. The Limited Urban Commercial Fertilizer Applicator Certification (state "fertilizer license") is issued by the Florida Department of Agriculture and Consumer Services (FDACS).

Apply online: <https://aesecomun.freshfromflorida.com>. The certificate number from this document is required to apply for Fertilizer Applicator Certification. For assistance contact: The Bureau of Entomology and Pest Control, (850) 617-7997

If your test score is 90% or greater, you may be eligible to become a GI-BMP Instructor:  
[http://fyn.ifas.ufl.edu/professionals/instructor\\_program.html](http://fyn.ifas.ufl.edu/professionals/instructor_program.html)

Test Score: 90%

Moises Rivera  
P & T Lawn & Tractor Service  
15980 Old Olga Rd  
Alva, FL 33920

State of Florida  
DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

**Moises Rivera**

GV406783-1

GV406783

Certificate # Trainee ID #  
GREEN INDUSTRIES BEST MANAGEMENT PRACTICES  
TRAINING PROGRAM



EXHIBIT C - RPW2563-C

# Department of Environmental Protection

2600 Blair Stone Road, M.S. 3510  
Tallahassee, Florida 32399-2400

**UF IFAS**  
UNIVERSITY of FLORIDA

GI-BMP Trainee ID: GV406785  
Certification date: 5/10/2018

Congratulations on successfully completing the Florida Green Industries Best Management Practices Training Program. Your certificate of completion and wallet card are attached. If there are errors in the certificate, or if we can be of further assistance, please contact the GI-BMP Office of the Florida-Friendly Landscaping™ Program at [gi.bmp@ifas.ufl.edu](mailto:gi.bmp@ifas.ufl.edu) or (352) 273-4517.

Please note that this training certificate alone does not authorize you to apply fertilizer commercially after January 1, 2014. You must take additional steps to become licensed for commercial fertilizer application in the state of Florida. The Limited Urban Commercial Fertilizer Applicator Certification (state "fertilizer license") is issued by the Florida Department of Agriculture and Consumer Services (FDACS).

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If your test score is 90% or greater, you may be eligible to become a GI-BMP Instructor:  
[http://fyn.ifas.ufl.edu/professionals/instructor\\_program.html](http://fyn.ifas.ufl.edu/professionals/instructor_program.html)

**Test Score: 93%**

Rafael Rodriguez-Berrios  
P & T Lawn & Tractor Service  
15980 Old Olga Rd  
Alva, FL 33920

State of Florida  
DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

**Rafael Rodriguez-Berrios**

GV406785-1

GV406785

Certificate #

Trainee ID #

**GREEN INDUSTRIES BEST MANAGEMENT PRACTICES  
TRAINING PROGRAM**







## The International Society of Arboriculture

Hereby Announces That

*Peter John Zielinski*

Has Earned the Credential

**ISA Certified Arborist ®**

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Cailyn Pollidan  
CEO & Executive Director

2 March 2016

Issue Date

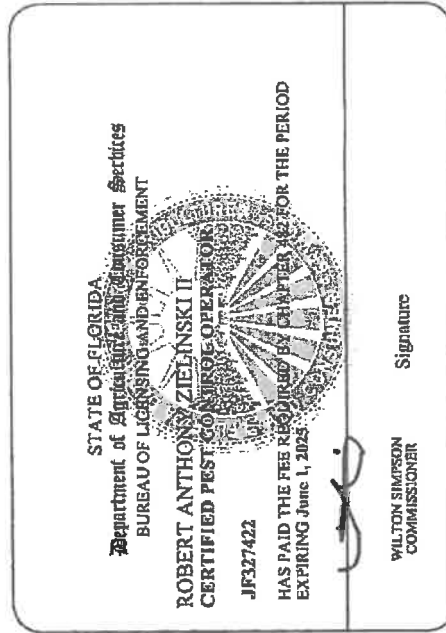
30 June 2023

Expiration Date

FL-9147A

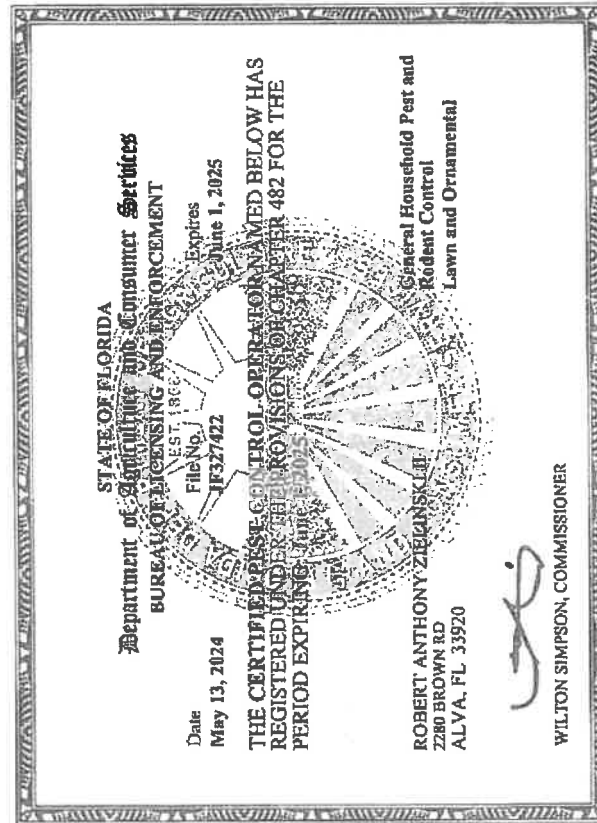
Certification Number





Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT  
3125 CONNER BLVD, BLDG. 8  
TALLAHASSEE, FLORIDA 32399-1650



STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

P & T PEST MANAGEMENT  
1971 PINE AVE  
PEST CONTROL COMPANY FIRM

JB261093

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD  
EXPIRING August 31, 2025

WILTON SIMPSON  
COMMISSIONER

Signature

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT  
3125 CONNER BLVD, BLDG. 8  
TALLAHASSEE, FLORIDA 32399-1650

EXHIBIT C - RPW2563-C

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

AUSTIN LEE REDDEN  
P & T PEST MANAGEMENT  
ID CARD HOLDER

JE347659

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD  
EXPIRING August 31, 2025

WILTON SIMPSON  
COMMISSIONER

Signature

ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT  
3125 CONNER BLVD, BLDG. 8  
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date September 19, 2024  
File No. JE347659

Expires August 31, 2025

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER  
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:  
August 31, 2025 AT

P & T PEST MANAGEMENT  
ALVA, FL 33920

Regular

AUSTIN LEE REDDEN  
P & T PEST MANAGEMENT  
15080 OLD OLGA RD  
ALVA, FL 33920

WILTON SIMPSON, COMMISSIONER

STATE OF FLORIDA

Department of Agriculture and Consumer Services

BUREAU OF LICENSING AND ENFORCEMENT

Date

September 19, 2024

File No.

JE347658

Expires

August 31, 2025

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:

August 31, 2025

AT

P & T PEST MANAGEMENT

ALVA, FL 33920

MOISES RIVERA

P & T PEST MANAGEMENT

15980 OLD OLGA RD

ALVA, FL 33920

WILTON SIMPSON, COMMISSIONER

Regular

STATE OF FLORIDA

Department of Agriculture and Consumer Services

BUREAU OF LICENSING AND ENFORCEMENT

Date

September 19, 2024

File No.

JE284777

Expires

August 31, 2025

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:

August 31, 2025

AT

P & T PEST MANAGEMENT

ALVA, FL 33920

RAFAEL RODRIGUEZ BERRIOS

P & T PEST MANAGEMENT

15980 OLD OLGA RD

ALVA, FL 33920

WILTON SIMPSON, COMMISSIONER

Regular

STATE OF FLORIDA

Department of Agriculture and Consumer Services

BUREAU OF LICENSING AND ENFORCEMENT

MOISES RIVERA

P & T PEST MANAGEMENT

ID CARD HOLDER

JE347658

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING

August 31, 2025

WILTON SIMPSON

COMMISSIONER

Signature

ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT

3125 CONNER BLVD, BLDG. 8

TALLAHASSEE, FLORIDA 32399-1650

EXHIBIT C - RPW2563-C

STATE OF FLORIDA

Department of Agriculture and Consumer Services

BUREAU OF LICENSING AND ENFORCEMENT

RAFAEL RODRIGUEZ BERRIOS

P & T PEST MANAGEMENT

ID CARD HOLDER

JE284777

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING

August 31, 2025

WILTON SIMPSON

COMMISSIONER

Signature

ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT

3125 CONNER BLVD, BLDG. 8

TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date September 19, 2024 File No. JE306541 Expires August 31, 2025

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **AT**

P & T PEST MANAGEMENT  
ALVA, FL 33920

JESSICA K ZIELINSKI  
P & T PEST MANAGEMENT  
15980 OLD OLGA RD  
ALVA, FL 33920

WILTON SIMPSON, COMMISSIONER

Regular

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date September 19, 2024 File No. JE262355 Expires August 31, 2025

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **AT**

P & T PEST MANAGEMENT  
ALVA, FL 33920

PETE J ZIELINSKI  
P & T PEST MANAGEMENT  
15980 OLD OLGA RD  
ALVA, FL 33920

WILTON SIMPSON, COMMISSIONER

Regular

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

JESSICA K ZIELINSKI  
P & T PEST MANAGEMENT  
ID CARD HOLDER  
JE306541

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING August 31, 2025

WILTON SIMPSON  
COMMISSIONER

Signature  
ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT  
3125 CONNER BLVD, BLDG. 8  
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

PETE J ZIELINSKI  
P & T PEST MANAGEMENT  
ID CARD HOLDER  
JE262355

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING August 31, 2025

WILTON SIMPSON  
COMMISSIONER

Signature  
ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT  
3125 CONNER BLVD, BLDG. 8  
TALLAHASSEE, FLORIDA 32399-1650



STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date: September 19, 2024  
File No. JE262357  
Expires August 31, 2025

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **AT**

P & T PEST MANAGEMENT  
ALVA, FL 33920

TEENA M ZIELINSKI  
P & T PEST MANAGEMENT  
15080 OLD OLGA RD  
ALVA, FL 33920

WILTON SIMPSON, COMMISSIONER

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date: September 19, 2024  
File No. JE262356  
Expires August 31, 2025

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **AT**

P & T PEST MANAGEMENT  
ALVA, FL 33920

ROBERT ANTHONY ZIELINSKI II  
P & T PEST MANAGEMENT  
15080 OLD OLGA RD  
ALVA, FL 33920

WILTON SIMPSON, COMMISSIONER

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

TEENA M ZIELINSKI  
P & T PEST MANAGEMENT  
ID CARD HOLDER

JE262357

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING August 31, 2025

WILTON SIMPSON  
COMMISSIONER

Signature  
ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT  
3125 CONNER BLVD, BLDG. 8  
TALLAHASSEE, FLORIDA 32399-1650

EXHIBIT C - RPW2563-C

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

ROBERT ANTHONY ZIELINSKI II  
P & T PEST MANAGEMENT  
ID CARD HOLDER

JE262356

Certified Operator

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING August 31, 2025

WILTON SIMPSON  
COMMISSIONER

Signature  
ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT  
3125 CONNER BLVD, BLDG. 8  
TALLAHASSEE, FLORIDA 32399-1650

## Certificate of Completion

**ROBERT ZIELINSKI**

**Has Completed a Florida Department of  
Transportation Approved Temporary Traffic  
Control (TTC) Advanced Course.**

68572438

0/3

Exhibit Item

1/2/16

SLN Reg-25

FDOT Provider

Exhibit

C. Attach 2

my online

**FDOT**

For more information about temporary traffic  
control (TTC) or to apply for certification  
visit [fdotfla.gov](http://fdotfla.gov)

# Certificate of Completion

**ERIOE GARCIA**

**Has Completed a Florida Department of  
Transportation Approved Temporary Traffic  
Control (TTC) Intermediate (Refresher)**

Date Expires

FDOT Provider #

Instructor

Certificate #



Southwest Florida Safety Council  
1714 Evans Avenue  
Fort Myers, FL 33901  
[www.swfisc.com](http://www.swfisc.com)  
[glennb@swfisc.com](mailto:glennb@swfisc.com)



For more information about Temporary Traffic  
Control (TTC) or to verify this certificate  
[www.motadmin.com](http://www.motadmin.com)

<b>Certificate of Completion</b>			
_____			
<b>Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Intermediate Course.</b>			
<b>Registration</b>	<b>Date</b>	<b>Expiring Date</b>	<b>Notes</b>
_____	_____	_____	_____
<b>Driver Name</b>	<b>FDOT Number</b>	<b>Position</b>	<b>Comments</b>
_____	_____	_____	_____
<b>Online</b>		<b>myTTC Online</b> 81 Centerville Dr. Ste. 621, 3rd Orlando, FL 32762 myttrc@fdot.com support@myttrc.com	
		<b>FDOT</b>	
For more information, contact the Florida Department of Transportation (FDOT) or the myTTC website.			
www.fdot.com			



**CHARLOTTE COUNTY LICENSING  
CERTIFICATE OF COMPETENCY**

**NOT VALID AFTER 09/30/2025**

Lic Type: L LAWN IRRIG  
DBA P & T LAWN AND TRACTOR  
SERVICE INC

Lic Nbr AAA-18-00030

JESSICA ZIELINSKI  
15980 OLD OLGA ROAD  
ALVA FL 33920







**CHARLOTTE COUNTY LICENSING  
CERTIFICATE OF COMPETENCY**

**NOT VALID AFTER 09/30/2025**

Lic Type: L LAWN IRRIG  
DBA: P & T LAWN AND TRACTOR  
SERVICE INC

Lic. Nbr: AAA-18-00031

PETER ZIELINSKI  
15980 OLD OLGA ROAD  
ALVA FL 33920



## PUNTA GORDA BUS. TAX

## Public Receipt/Registration Information

[Renew](#)

## Business Tax/Contractor Competency Number:

25-00018610

## Location ID:

000022689

## Business Control:

0015342

## Business Information

## Business Name:

P &amp; T LAWN AND TRACTOR SERVICE, INC.

## Business Address:

CC PUNTA GORDA FL 33950

## Mailing Address:

15980 OLD OLGA RD ALVA FL 33920

## Owner Name:

## Date Opened:

09/17/2019

## Business Phone:

(239) 633-8547

## Contractor Flag:

Y

## Federal Tax ID:

## Type of Ownership:

UK

## Status:

Active

## Receipt/Registration Information

## Classification:

B9545 - IRRIGATION/SPRINKLER CONTRACTOR

## Receipt/Registration Status, Date:

ACTIVE, 09/09/2024

## Application Issue Date:

09/09/2024, 09/17/2024

## Valid Thru Date:

09/30/2025

## Additional Requirements

Code	Description	Document Number	Expiration Date
WC	WORKERS' COMP INSURANCE	WC71949	01/01/2025
WA	WORKERS' COMP AFFIDAVIT	SE PERSONNEL	
STATLIC	STATE CONTRACTOR LICENSE#	N/A	09/30/2039
LIAB	GENERAL LIABILITY INS	GL10007330802	10/05/2024

**Collier County  
Board of County Commissioners  
Certificate of Competency**

**Collier County \* City of Marco \* City of Naples \* City of Everglades**

**Issued Date: 12/12/2024**

**Company:** P&T LAWN & TRACTOR SERVICE, INC.  
**Address:** 15980 OLD OLGA ROAD  
ALVA, FL 33920  
**Telephone:** (239) 694-4848  
**Qualifier:** ZIELINSKI, PETER JOHN  
**License #:** C29277  
**Issuance #:** 201700000545  
**Classification:** IRRIGATION SPRINKLER  
**Valid Thru:** 09/30/2025  
**State License #:**  
**State Valid Thru:**

**It is the Qualifier's responsibility to keep current all records with Collier County.**

**This shall include insurance certificates and/or contact information.**

**Always verify licenses online at <https://cvportal.colliercountyfl.gov/CityViewWeb/>**

**Do not alter this document in any form.**

**This is your license. It is unlawful for anyone other than the licensee to use this document.**

**This Collier County Certificate of Competency's status and expiration date may change on July 1, 2025, due to the State of Florida Senate Bill No. 1142. Please visit our website at [www.colliercountyfl.gov/government/growth-management/divisions/operations-regulatory-management/contractor-licensing](http://www.colliercountyfl.gov/government/growth-management/divisions/operations-regulatory-management/contractor-licensing) for more information as it becomes available.**

**License Application Status**

LCC20240002747

**License Application Summary**

Licensee Number: LCC20240002747  
 Business Name: P & T Lawn & Tractor Service, Inc.  
 License Type: Contractor  
 Application Status: Active  
 Description:  
 Mailing Address: 15980 Old Olga Road  
 Alva FL 33920  
 teenaz@pandtlandscaping.com

**Portal Licensee Status Details**

Licensee Details: P & T Lawn & Tractor Service, Inc. , Address:15980 Old Olga Road,  
 State Reg #'s SCC131153074, Licensee # LCC20240002747

**Contacts**

Business Applicant: Teena Zielinski, Address:15980 Old Olga Road  
 Primary Contractor: P & T Lawn & Tractor Service, Inc. , Address:15980 Old Olga Road,  
 State Reg #'s SCC131153074, Licensee # LCC20240002747  
 Qualifier: Jessica Zielinski, Address:2280 Brown Rd , Phone:(239) 694-4848,  
 Licensee # LCC20240003386

**Fees**

Paid Fees	Amount	Paid	Owing	Date Paid
Voluntary Registration of State Certified Contractors		\$45.00	\$45.00	Paid 11/18/2024
Outstanding Fees	Amount	Paid	Owing	Date Paid
No outstanding fees.				
<b>Totals:</b>		<b>\$45.00</b>	<b>\$45.00</b>	<b>\$0.00</b>

Total Amount Payable Online: \$0.00

**Deposits & Bonds**

There are no deposits or bonds for this contractor application.

**Issuances**

Type	Date Issued	Date Expires	Status	Number
IRRIGATION SPECIALTY - CERTIFIED	11/18/2024	08/31/2026	Active	202400004292

**Submittals**

Name	Type	Status
------	------	--------

## EXHIBIT C - RPW2563-C

1 License Application Submittal

License Application Submittal

Accepted

### Conditions

Guidelines For Electronically Submitting Documents:

Update Contact Information

Open

Department: Licensing

Expiration Date:

Due Date:

Description: Update Contact Information

Documents:

Browse..

### Insurance

Insurance			Effective Date	Expiry Date	
Ardent Insurance Group	General Liability	GL100073308 03	10/05/2024	10/05/2025	\$2,000,000.00
Plymouth Insurance	Worker's Compensation		01/01/2024	01/01/2025	

### Documents & Images

Date Uploaded	File Type	Name
09/18/2024	Business Tax LC (Visible)	<a href="#">BUSINESS TAX RECEIPT (IrrigationBLndscp Business Tax Rec.pdf)</a>
09/18/2024	Certificate of Insurance	<a href="#">CERTIFICATE OF GENERAL LIABILITY INSURANCE (Collier GL COI.pdf)</a>
09/18/2024	Certificate of Insurance	<a href="#">CERTIFICATE OF WORKMEN'S COMPENSATION INSURANCE (Collier WC COI.pdf)</a>
10/15/2024	Certificate of Insurance	<a href="#">CERTIFICATE OF GENERAL LIABILITY INSURANCE (Collier GL.pdf)</a>
11/18/2024	Letter	<a href="#">LC Payment Slip</a>
11/18/2024	Receipt	<a href="#">Receipt for transaction:2024-104761</a>



**Collier County  
Board of County Commissioners  
Certificate of Competency**

Collier County \* City of Marco \* City of Naples \* City of Everglades

Issued Date: 09/24/2024

**Company:  
Address:**

**P&T LAWN & TRACTOR SERVICE, INC.  
15980 OLD OLGA ROAD**

**ALVA, FL 33920**

**Telephone:**

**(239) 694-4848**

**Qualifier:**

**MARY CONWAY (TEENA) ZIELINSKI**

**License #:**

**C29277**

**Issuance #:**

**29277**

**Classification:**

**LANDSCAPING RESTRICTED**

**Valid Thru:**

**09/30/2025**

**State License #:**

**State Valid Thru:**

**It is the Qualifier's responsibility to keep current all records with Collier County.**

**This shall include insurance certificates and/or contact information.**

**Always verify licenses online at <https://cvportal.colliercountyfl.gov/CityViewWeb/>**

**Do not alter this document in any form.**

**This is your license. It is unlawful for anyone other than the licensee to use this document.**

This Collier County Certificate of Competency's status and expiration date may change on July 1, 2025, due to the State of Florida Senate Bill No. 1142. Please visit our website at [www.colliercountyfl.gov/government/growth-management/divisions/operations-regulatory-management/contractor-licensing](http://www.colliercountyfl.gov/government/growth-management/divisions/operations-regulatory-management/contractor-licensing) for more information as it becomes available.

## EXHIBIT C - RPW2563-C

Collier County \* City of Marco \* City of Naples \*  
City of Everglades \* Contractor Licensing

### LANDSCAPING RESTRICTED

Cert Nbr:                      Exp:                      Issuance Nbr:  
C29277                      09/30/2025                      29277  
State Nbr:                      State Exp:

P&T LAWN & TRACTOR SERVICE, INC.  
MARY CONWAY (TEENA) ZIELINSKI  
15980 OLD OLGA ROAD  
ALVA, FL 33920

This Collier County Certificate of Competency's status and  
expiration date may change on July 1, 2025 due to the State of  
Florida Senate Bill No. 1142. Please visit our website at  
[www.colliercountyfl.gov](http://www.colliercountyfl.gov) for more information as it becomes  
available.

Signed: \_\_\_\_\_

**Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM20422**

**ZIELINSKI, PETE JOHN  
15980 OLD OLGA RD  
ALVA, FL 33920**

Categories  
**3, 6**

**Issued: October 5, 2021**

**Expires: September 20, 2026**

**Signature of Licensee**

*Nicole Fried*

**NICOLE "NIKE" FRIED, COMMISSIONER**  
The above individual is licensed under the provisions of Chapter 452, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CND4994

ZIELINSKI II, ROBERT A  
2280 BROWN RD  
ALVA, FL 33920

Categories  
6, 3, 5A

Issued: June 2, 2021

Expires: June 30, 2025


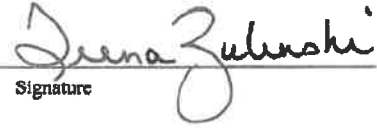
Signature of Licensee

*Nicole Fried*

NICOLE "NIKKI" FRIED, COMMISSIONER

This license is valid only if issued under the provisions of Chapter 487, F.S., to purchase and apply restricted use pesticides.

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT		
Date March 15, 2024	File No. LC108359	Expires April 30, 2025
<p><b>THE COMMERCIAL LANDSCAPE MAINT. HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: April 30, 2025</b></p>		
<p>TEENA M ZIELINSKI 15980 OLD OLGA ROAD ALVA, FL 33920</p>		
<p> WILTON SIMPSON, COMMISSIONER</p>		

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT	
<p>TEENA M ZIELINSKI COMMERCIAL LANDSCAPE MAINT. HOLDER</p>	
<p>LC108359</p>	
<p>HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING April 30, 2025</p>	
<p> WILTON SIMPSON COMMISSIONER</p>	<p> Signature</p>

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT  
3125 CONNER BLVD, BLDG. 8  
TALLAHASSEE, FLORIDA 32399-1650





Florida Department of Agriculture and Consumer Services

**CERTIFICATE OF NURSERY REGISTRATION**

Section 581.131, F.S. and Rule 5B-2.002, F.A.C  
1911 S.W. 34th St. P.O. Box 147100, Gainesville, FL 32614-7100 (352) 395-4700

**WILTON SIMPSON**  
**COMMISSIONER**

**ISSUED TO:**

**P & T LAWN & TRACTOR SERVICE, INC.**  
**ZIELINSKI, PET & TEENA**  
**15980 OLD OLGA RD**  
**ALVA, FL 33920-3447**

**THIS CERTIFICATE EXPIRES: 09/19/2025****FEE PAID: \$100.00****REGISTRATION NO.: 48015917****DATE ISSUED: 08/23/2024**

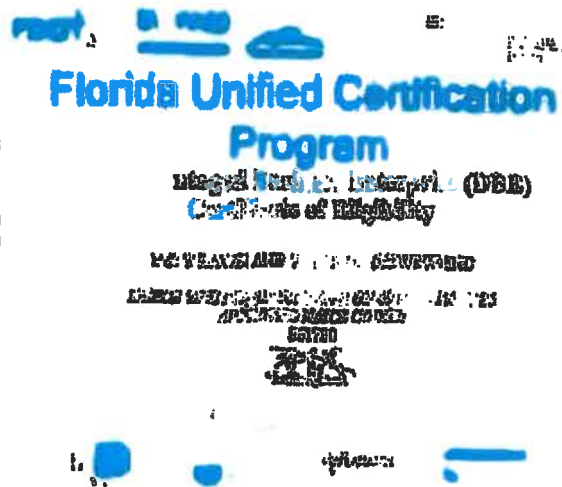
THIS IS TO CERTIFY that the nursery stock on the premises of the nursery shown hereon has been inspected for plant pests and meets at least the minimum requirements of Section 581.131, Florida Statutes.

THIS CERTIFICATE OF REGISTRATION MUST BE DISPLAYED or in the immediate possession of any person engaged in the sale or distribution of nursery stock.

A handwritten signature in dark ink, appearing to read "Wilton Simpson", is located in the bottom right area of the certificate.

**WILTON SIMPSON**  
Commissioner of Agriculture

**FDACS-08002** Revised 05/05



2024-2025

# Hendry County Business Tax Receipt

Issued By: Patrick B Langford, Hendry County Tax Collector

RECEIPT EXPIRES: 9/30/2025 RECEIPT NUMBER

Business Type	CONSTRUCTION	Employees	Quantity	Amount	Total	5109
230001			11	18.00	18.00	
					Renewal	18.00
					Penalty	0.00
					Total	18.00

BUSINESS ID: 6868

P & T LAWN & TRACTOR SERVICE, INC  
 ZIELINSKI TEENA  
 15980 OLD OLGA RD  
 ALVA, FL 33920

LOCATION 2581 BROWN RD  
 ADDRESS ALVA, FL 33920

PAID \$18.00 Aug 8, 2024, 10:07:16

X

I-SWEAR THAT THIS APPLICATION FOR RECEIPT IS MADE FOR THE BUSINESS OR  
 PROFESSION INDICATED HEREON AND IS TRUE AND CORRECT.

THE APPLICATION MUST COMPLY WITH STATE AND LOCAL ORDINANCE INCLUDING  
 ZONING.

PLEASE SIGN RECEIPT (ABOVE) AND RETURN WITH PAYMENT TO THE TAX COLLECTOR'S OFFICE

FOR VALIDATION, YOUR ORIGINAL RECEIPT WILL BE RETURNED TO YOU.  
 THIS RECEIPT IS FURNISHED PURSUANT TO CHAPTER 205 LAWS OF FLORIDA AND  
 HENDRY COUNTY ORDINANCE 87-12, AS AMENDED

The law requires this receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so, the receipt holder shall be subject to the payment of another full business tax for the same business, profession, or occupation.

Pursuant to state law, all receipts shall expire on September 30th of the succeeding year. Those receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the business tax receipt for the delinquent establishment.



## Local Business Tax Receipt

P AND T LAWN & TRACTOR SERVICE INC  
P AND T LAWN & TRACTOR SERVICE INC  
15980 OLD OLGA RD  
ALVA, FL 33920

Dear Business Owner:

Your **2024 - 2025** Lee County Local Business Tax Receipt is attached below for account number / receipt:  
number: **1018235 / 1001452**

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

A handwritten signature in black ink that reads "R. Noelle Branning".

Lee County Tax Collector

**2024-2025**  
**LEE COUNTY LOCAL BUSINESS TAX RECEIPT**

**Account Number: 1018235**  
**Receipt Number: 1001452**  
**State License Number: LS08-00752**

**Location:**  
15980 OLD OLGA RD  
ALVA, FL 33920

P AND T LAWN & TRACTOR SERVICE INC  
ZIELINSKI PETE J  
15980 OLD OLGA RD  
ALVA, FL 33920

**Account Expires: September 30, 2025**

May engage in the business of:

**IRRIGATION / LAWN SPRINKLER CONTRACTOR**

**THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY**

Payment Information:

**PAID** DP-00-02500361

07/31/2024

\$ 50.00



LIC2016-00931

jkzielinski26@gmail.com

License Holder Name: JESSICA KATHLEEN ZIELINSKI  
Firm Name: P AND T LAWN AND TRACTOR SERVICE INC  
Address: 15980 OLD OLGA RD  
ALVA, FL 33920

Please find your Lee County Certificate of Competency below. Keep this document/file in a safe place.

As a licensed contractor, it is your responsibility to maintain your license in accordance with Ordinance 23-09. This Ordinance includes guidance for annual renewal to maintain the grandfathered license category. It is your responsibility to maintain worker's compensation coverage/exemption and general liability insurance, as well as obtain a yearly business tax receipt from the Lee County Tax Collector. Please send your updated certificates of insurance to [DCD Contractor Licensing](#).

To make any updates to the phone number, email address and/or mailing address we have on file, please submit the [Lee County Licensed Contractor Form](#) to [DCD Contractor Licensing](#).

Thank you,

Lee County Contractor Licensing, 239-533-8895

Cut Here

Conditions of Certificate

COMPLIANCE NUMBER shall appear on all advertisements including vehicles reflecting a business name.

Shall only contract in D/B/A name as it appears on certificate.

LEE COUNTY  
CERTIFICATE OF COMPETENCY  
(239) 533-8895

NAME: JESSICA KATHLEEN ZIELINSKI  
D/B/A P AND T LAWN AND TRACTOR SERVICE INC  
LICENSED FOR: Irrigation Sprinkler Cntr

COMP. NO.: LS16-00931  
NOT VALID AFTER: 06/30/2025

Signature of License Holder

Conditions of Certificate

Shall maintain required Insurances on active certificates.

Shall inform the Contractor Licensing Office of any phone number, email address and/or mailing address change.

fcntroaren2.rpt





## Local Business Tax Receipt

P & T LAWN & TRACTOR SERVICE INC  
P & T LAWN & TRACTOR SERVICE INC  
15980 OLD OLGA RD  
ALVA, FL 33920

Dear Business Owner:

Your **2024 - 2025** Lee County Local Business Tax Receipt is attached below for account number / receipt:  
number: **1016870 / 0905016**

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

A handwritten signature in black ink that reads "R. Nostle Branning".

Lee County Tax Collector

**2024-2025**  
**LEE COUNTY LOCAL BUSINESS TAX RECEIPT**

**Account Number:** 1016870  
**Receipt Number:** 0905016  
**State License Number:** GV4469-1

**Location:**  
15980 OLD OLGA RD  
ALVA, FL 33920

P & T LAWN & TRACTOR SERVICE INC  
ZIELINSKI PETE  
15980 OLD OLGA RD  
ALVA, FL 33920

**Account Expires: September 30, 2025**

May engage in the business of:

PROFESSIONAL LANDSCAPING COMPANY

**THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY**

Payment Information:

PAID DP-00-02500808

07/31/2024

\$265.00



## Local Business Tax Receipt

P & T TRACTOR SERVICE  
P & T TRACTOR SERVICE  
15980 OLD OLGA RD  
ALVA, FL 33920

Dear Business Owner:

Your 2024 - 2025 Lee County Local Business Tax Receipt is attached below for account number / receipt:  
number: **1069265 / 8903963**

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

A handwritten signature in black ink that reads "Noelle Branning".

Lee County Tax Collector

---

### 2024-2025 LEE COUNTY LOCAL BUSINESS TAX RECEIPT

**Account Number: 1069265**  
**Receipt Number: 8903963**  
**State License Number:**

**Location:**  
15980 OLD OLGA ROAD  
ALVA, FL 33920

P & T TRACTOR SERVICE  
ZIELINSKI PETE J  
15980 OLD OLGA ROAD  
ALVA, FL 33920

**Account Expires: September 30, 2025**

May engage in the business of:

TRACTOR SERVICE


**THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY**

Payment Information:

**PAID** DP-00-02500365

07/31/2024

\$ 50.00

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT		
Date	File No.	Expires
May 18, 2023	LF230880	March 17, 2027
THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: March 17, 2027		
FRANCISCO FRANCISCO 15980 OLD OLGA RD ALVA, FL 33920		
		
WILTON SIMPSON, COMMISSIONER		

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date: July 7, 2022      File No. LF715271      Expires: August 14, 2026

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER  
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF  
CHAPTER 482 FOR THE PERIOD EXPIRING: August 14, 2026

MOISES RIVERA  
1998 OLD CLGA RD  
ALVA, FL 33920

*Nicole Fried*  
NICOLE "NIKKI" FRIED, COMMISSIONER

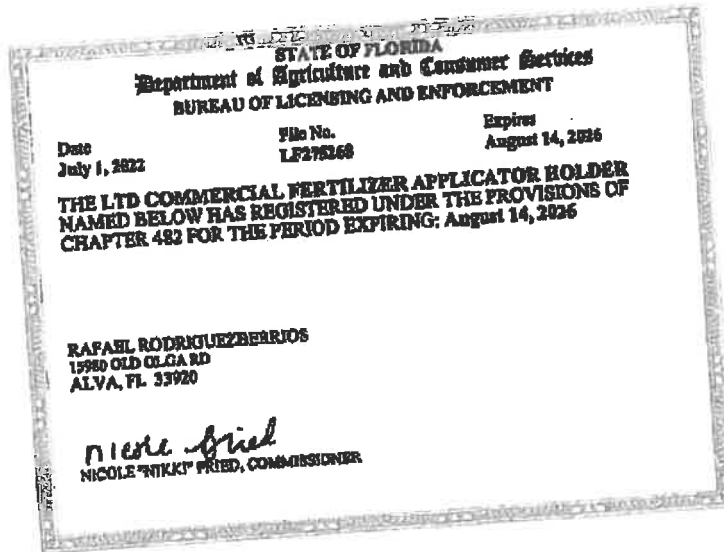
STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date: July 7, 2022      File No. LF715359      Expires: August 15, 2026

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER  
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF  
CHAPTER 482 FOR THE PERIOD EXPIRING: August 15, 2026

SAMUEL DELSON  
1998 OLD CLGA RD  
ALVA, FL 33920


*Nicole Fried*  
NICOLE "NIKKI" FRIED, COMMISSIONER






STATE OF FLORIDA		
Department of Agriculture and Consumer Services		
BUREAU OF LICENSING AND ENFORCEMENT		
Date	File No.	Expires
July 7, 2022	LF278260	August 14, 2026
THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: August 14, 2026		
ENRIQUE MATA 15980 OLD OLGA RD ALVA, FL 33920		
<i>Nicole Fried</i> NICOLE "NIKKI" FRIED, COMMISSIONER		

STATE OF FLORIDA		
Department of Agriculture and Consumer Services		
BUREAU OF LICENSING AND ENFORCEMENT		
Date	File No.	Expires
July 7, 2022	LF279271	August 14, 2026
THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: August 14, 2026		
MOISES RIVERA 19980 OLD OLGA RD ALVA, FL 33920		
<i>Nicole Fried</i> NICOLE "NIKKI" FRIED, COMMISSIONER		

<b>STATE OF FLORIDA</b> <b>Department of Agriculture and Consumer Services</b> <b>BUREAU OF LICENSING AND ENFORCEMENT</b>		
<b>Date</b> April 3, 2023	<b>File No.</b> LF231111	<b>Expires</b> March 24, 2027
<b>THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER</b> <b>NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF</b> <b>CHAPTER 482 FOR THE PERIOD EXPIRING: March 24, 2027</b>		
<b>ROBERT ANTHONY ZIELINSKI II</b> 2280 BROWN RD ALVA, FL 33920		
 WILTON SIMPSON, COMMISSIONER		

<b>STATE OF FLORIDA</b> <b>Department of Agriculture and Consumer Services</b> <b>BUREAU OF LICENSING AND ENFORCEMENT</b>	
<b>ROBERT ANTHONY ZIELINSKI II</b> <b>LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER</b> <b>LF231111</b>	
<b>HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD</b> <b>EXPIRING March 24, 2027</b>	
	
<b>WILTON SIMPSON</b> <b>COMMISSIONER</b>	<b>Signature</b>

Wallet Card - Fold Here

**BUREAU OF LICENSING & ENFORCEMENT**  
3125 CONNER BLVD, BLDG. 8  
TALLAHASSEE, FLORIDA 32399-1650

# State of Florida

Office of Supplier Diversity  
1050 Esplanade Way, Suite 380  
Tallahassee, FL 32399  
850-487-0915  
myfloridastatesupplierdiversity.com

## P & T Lawn & Tractor Service

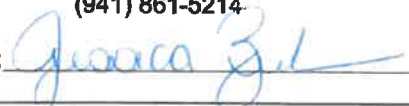
Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:  
06/09/2023 06/09/2025



J. Todd Inman  
Florida Department of Management Services



Office of Supplier Diversity  
1050 Esplanade Way, Suite 380  
Tallahassee, FL 32399  
850-487-0915  
myfloridastatesupplierdiversity.com

<b>CONTRACTOR'S OPERATING CERTIFICATE</b> <b>SARASOTA COUNTY</b> <i>Irrigation Specialty Contractor</i> <b>EXPIRES: 08/31/2024</b> <b>LICENSE#: SCC131153074</b>	<b>NAME, ADDRESS OR STATUS CHANGE MUST BE SENT TO THIS OFFICE WITHIN 30 DAYS</b> <b>MAIL TO: PLANNING AND DEVELOPMENT SERVICES BUSINESS CENTER</b> <b>4000 S TAMiami TRAIL ROOM 122</b> <b>VENICE, FLORIDA 34293</b> <b>(941) 861-5214</b>  <b>Signature:</b> 	
<b>WALLET CARD- TEAR HERE</b>	<b>FOLD HERE</b>	<b>CUT HERE</b>

**IMPORTANT REMINDER  
TO CERT./REG CONTRACTORS**

Chapter 489, Pt. 1 requires:

1. That the state registration or certification number of each contractor shall appear in any ADVERTISING MEDIUM used by contractor.
2. That a contractor may only d/b/ his name as it appears on his state registration / certification card(s) and that all contract forms shall comply accordingly.

**(OFFICE USE ONLY)**

**Irrigation Specialty Contractor**  
**LICENSE #SCC131153074**

**PLANNING AND DEVELOPMENT SERVICES BUSINESS  
CENTER  
SARASOTA COUNTY**





**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA DEPARTMENT  
OF BUSINESS AND PROFESSIONAL  
REGULATION**

SCC131153014  
CERTIFIED SPECIALTY CONTRACTOR  
ZIELINSKI, PETER JOHN  
INDIVIDUAL  
IRRIGATION SPECIALTY CONTRACTOR

ISSUED: 06/05/2024

\_\_\_\_\_  
Signature  
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES  
EXPIRATION DATE: AUGUST 31, 2026

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD**

**LICENSE NUMBER: SCC131153014**

**EXPIRATION DATE: AUGUST 31, 2026**

THE IRRIGATION SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ZIELINSKI, PETER JOHN  
INDIVIDUAL  
14310 BIGELOW RD  
FORT MYERS FL 33905



ISSUED: 06/05/2024

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**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

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**Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.**

**Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!**



**STATE OF FLORIDA DEPARTMENT  
OF BUSINESS AND PROFESSIONAL  
REGULATION**

SCC131153074

ISSUED: 06/17/2024

**CERTIFIED SPECIALTY CONTRACTOR**

**ZIELINSKI, JESSICA KATHLEEN**

**P&T LAWN & TRACTOR SERVICE, INC**

**IRRIGATION SPECIALTY CONTRACTOR**

*Jessica Zielinski*  
Signature

**LICENSED UNDER CHAPTER 489, FLORIDA STATUTES**

**EXPIRATION DATE: AUGUST 31, 2026**

Ron DeSantis, Governor

Melanle S. Griffin, Secretary

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD**

**LICENSE NUMBER: SCC131153074**

**EXPIRATION DATE: AUGUST 31, 2026**

**THE IRRIGATION SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES**

**ZIELINSKI, JESSICA KATHLEEN  
P&T LAWN & TRACTOR SERVICE, INC  
15980 OLD OLGA ROAD  
ALVA FL 33920**



ISSUED: 06/17/2024

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to

**Robert Zielinski/P & T Lawn & Tractor Service, Inc.**

**November 9, 2014**

**Date**

**TRESS Number  
BT-19-0048**



CITY OF CAPE CORAL  
FINANCIAL SERVICES DEPARTMENT  
PO BOX 150027  
CAPE CORAL, FL 33915-0027

## REQUEST FOR PROPOSALS

### PROVIDE LANDSCAPE MATERIALS AND SERVICES

**RPW2563KMR**

**REQUEST FOR PROPOSALS ARE TO BE SUBMITTED ELECTRONICALLY  
THROUGH ION WAVE NO LATER THAN:**

**3:00 PM EASTERN TIME (ET) ON MARCH 25, 2025, AT**  
<https://capecoral.ionwave.net>

**NO QUESTIONS WILL BE ACCEPTED AFTER: 2:00 PM ET ON MARCH 5, 2025, all questions  
must be submitted through Ion Wave at <https://capecoral.ionwave.net> and received by stated  
time.**

**PROCUREMENT CONTACT:**

**Name:** Kelsey Reed  
**Title:** Procurement Specialist  
**Phone:** 239-574-0841  
**Email:** [kreed@capecoral.gov](mailto:kreed@capecoral.gov)



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**CITY OF CAPE CORAL  
LEGAL NOTICE  
REQUEST FOR PROPOSAL**

The City of Cape Coral, Florida, is seeking proposals for **PROVIDE LANDSCAPE MATERIALS AND SERVICES**, in accordance with **RPW2563KMR**, in the State of Florida. A copy of the Request for Proposal (RFP) Documents may be obtained online at <https://capecoral.ionwave.net>. Simply Create a User Login by completing the Supplier Registration.

**This Competitive Solicitation closes at 3:00 PM (ET), MARCH 25, 2025.** The time indicated on the Ion Wave System is considered the official time. Once the Closing Date and "Time Left" count down has expired, Ion Wave will no longer permit proposals to be submitted. It is the responsibility of the Supplier to ensure all proposals are submitted on time, through the Ion Wave System, by the Closing Deadline.

The City reserves the right to reject any or all proposals, award in whole or in part and to waive any irregularities or informalities when in the best interest of the citizens of the City of Cape Coral.

**The Legal Entity Name of proposer must be provided on the proposal submittal and all proposal form documents that are being submitted for the proposed goods or services requested in this solicitation. The Legal Entity Name will be used when creating the proposed goods or services contract between the Awarded Firm and the City.**

Pursuant to Florida State Statute 119.071 (2) Sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

**All proposals are to be submitted through the Ion Wave System at the following link:**

**<https://capecoral.ionwave.net>**

By Order of the City Manager

Kimberly Bruns, City Clerk

Advertise: FEBRUARY 19, 2025





## INTRODUCTION

The City of Cape Coral was incorporated in 1970 and operates under the Council/City Manager form of government. The City Council has eight members consisting of the mayor and seven members all elected at large on a nonpartisan basis. City Council is responsible for all policy-making functions of the government and retains the services of a City Attorney, City Auditor and City Manager. The City Manager is responsible for all administration of the City, which provides a comprehensive range of municipal services including general government, public safety, community services, public works, planning, utilities, and parks and recreation.

Cape Coral is the 8th largest city by population and the 3rd largest by land mass in Florida. Cape Coral currently has a population of more than 200,000 residents and is experiencing high growth. As a pre-platted community, Cape Coral could have more than 360,000 residents at buildout. The city has a sub-tropical lifestyle with thousands of waterfront residential properties on almost 400 miles of canals. About two-thirds of these canals provide boaters with direct access to the Gulf of Mexico.

## PART I: SCOPE OF WORK

### SECTION 1: PURPOSE

The City of Cape Coral is seeking proposals from qualified firms who wish to participate in a qualification pool that will be used to solicit various general and emergency landscape materials and services on an "as needed" basis as specified herein. All firms which meet or exceed the criteria established in the solicitation shall be placed on a qualification list that may be accessed by the City to obtain price proposals for various landscape materials and services.

The City intends to prequalify vendors as categorized below:

**1.1 General Landscape Materials and Services.** The City has various landscape maintenance contracts that provide routine landscape maintenance services to specific Cape Coral streetscapes, municipal facilities, and medians. However, from time to time there is a need to replace existing landscape or add landscaping to existing or new locations. The City's incumbent landscape maintenance contractors are not always the best equipped to provide the required landscape materials and/or services, due to quantity, size or species. Also, in the past, the lack of manpower and equipment availability have been concerns in response to emergency situations. Therefore, creating a pool of prequalified firms to be able to respond to supplemental landscaping needs, on an as-needed basis, is essential to the City.

General landscape services are defined as the performance of landscape services at various City of Cape Coral streetscapes, municipal facilities, and medians with the objective to maintain areas in vigorous, healthy, growing, safe, clean, and attractive condition throughout the year.

General landscape materials and services:

- purchase and delivery of ground cover plant material, trees, and palms;
- purchase, delivery, and installation of ground cover plant material, trees, and palms;
- purchase and delivery of planting supplies;
- watering;
- pruning;
- stump grinding;
- staking and guying; and
- tree removal services.

**1.2 Emergency Services.** Emergency Services are defined as work that is required in response to a natural or other disaster and shall be based on an as-needed basis.

Emergency landscape materials and services:



- tree and palm removal services;
- tree and palm pruning services;
- stump grinding;
- tree and palm staking and guying; and
- furnish and deliver landscape materials and supplies.

**1.3 Non-for-Profit Services** are defined as the performance of landscape services by organizations registered as a non-for-profit organization at various City of Cape Coral parks, greenspaces, municipal facilities, and medians with the objective to promote the expansion and sustainable maintenance of our urban forest and greenspaces.

Non-for-Profit services to include:

- purchase and delivery of ground cover plant material, trees, and palms;
- purchase, delivery, and installation of ground cover plant material, trees, and palms;
- purchase and delivery of planting supplies;
- watering;
- pruning;
- stump grinding;
- staking and guying; and
- tree removal services.

Interested contractors may submit a proposal indicating their intent to become prequalified. All contractors who meet or exceed the criteria established in this solicitation shall be placed on a qualification list. City departments may access this list to obtain price quotations from contractors for the category of goods or services (See 1.1 and 1.2 above) required for general or emergency landscape materials and services.

Firms must specify which categories they are requesting to be prequalified for as part of the Pre-qualification Process. Firms are not required to participate in all categories to be considered part of the prequalified pool. However, a firm may only participate in the category for which it has been prequalified.

Successful contractors awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the requested specifications. Firms' past performance with the City, if applicable, may be used in the evaluation process in determining recommendation for award.

**The prequalified status remains valid for a duration of three (3) years from the date of issuance of the Notice of Pre-qualification by the City with the option of two one-year renewals. However, it's essential to note that the City reserves the right to verify compliance with the requirements outlined herein at any point in time. In cases where there are significant changes in qualification status or documented poor performance, the City reserves the right to nullify and void the qualification status of the firm(s).**

**ADDITIONAL PREQUALIFIED FIRMS TO BE ADDED TO POOL.** Annually, the City will conduct a review of all firms to assess whether a re-issuance of this RFP is necessary. Should a re-issuance be warranted, additional firms may be added and invited to join the established prequalified list of firms for the remainder of the contract period.

## **SECTION 2: SCOPE OF WORK**

Awarded firms shall be deemed to be prequalified to participate on general and/or emergency landscape materials and services as follows:

### **General Landscape Materials and Services**

General landscape materials and services are defined as the performance of landscape services and/or the sale of materials for various City of Cape Coral streetscapes, municipal facilities, and medians with the objective to maintain areas in vigorous, healthy, growing, safe, clean and attractive condition throughout the year.



Prequalified vendors in the General Landscape Materials and Services categories shall then be deemed to be prequalified to participate in subsequent Invitations to Quote (ITQ) as required by the City on either an as-needed or on a periodic basis. When such spot market purchases are initiated, the prequalified vendors shall be invited to offer pricing for a specific individual purchase or a specific purchasing period.

The City may provide a general scope; however, the awarded vendor may provide a written scope of work to the City as part of its proposal. Once the project's scope is agreed to, the City will issue a purchase order with the estimate referenced as an attachment along with the bond and any other special provisions agreed to. If special terms and conditions other than those covered within this solicitation and awarded a contract are required, they will be included in the specific scope of work. They will be attached to the purchase order. Further, the purchase order shall take precedence over those in the base contract.

In determining the best contractor for the project, in addition to price, the following may be considered:

- (1) The ability and capacity of the firm to provide the requested plant materials.
- (2) Whether the firm can deliver the requested materials within the time specified, without delay or interference.
- (3) Whether the firm has the highest quality plant material (defined as Florida Fancy) in the quantities required.
- (4) The previous and existing compliance by the firm with laws and ordinances relating to the contract.
- (5) General and emergency pruning services shall require contractors have an ISA Certified Arborist on staff. Contractors will be ineligible for work that requires an ISA Certified Arborist if they do not have one on staff.

Firms that are pre-qualified will be notified of upcoming competitive solicitations (Quotations, Invitation-to-Bid and/or Request for Proposals) for work on the Purchase of Landscape Materials and Services as they become available.

#### **Emergency Landscape Materials and Services**

Emergency Landscape Materials and Services are identified as those services or materials needed in response to a natural disaster or some other form of emergency. As a result, a schedule for emergency services cannot be determined until a need arises. Additionally, all applicable Federal Emergency Management Agency (FEMA) will apply under emergency service activation and must be adhered to.

Prequalified vendors in the General Landscape Services categories shall then be deemed to be prequalified to participate in subsequent Invitations to Quote (ITQ) as required by the City on either an as needed or a periodic basis. When such spot market purchases are initiated, the prequalified vendors shall be invited to offer pricing for a specific individual purchase or a specific purchasing period.

Upon notification by the City of Cape Coral, the Contractor will provide an immediate emergency response to remove obstructions. This will generally take place within 72 hours after a severe weather event. This includes the removal of trees and palms, on public property that are in danger of falling over, as well as pruning, staking, and guying salvageable trees and palms as instructed by City staff.

It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of force majeure that the City of Cape Coral, Florida shall receive a "First Priority" for any goods and services covered under any award resulting from this solicitation, including balance of line items as applicable. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the City. By virtue of submitting a response to this solicitation, the vendor agrees to provide all award-related goods and services to the City on a "first priority" under the emergency conditions noted above.

A City-issued purchase order shall serve as a "notice to proceed." The period for the completion of services will include mobilization, planning, weather, location, removal, and disposal. No additional claims may be made for delays due to these items. When the tasks have been completed, the awarded vendor shall notify the City and



have an authorized City representative inspect the work for acceptance under the scope and terms in the Purchase Order. The City will issue in writing any corrective actions that are required. Upon completing these items, the City will issue a completion notice, and final payment will be issued.

**SERVICE DELIVERY EXPECTATIONS.** The City places an emphasis on excellent customer service delivery and expects the prequalified firm to provide the best possible customer service to any and all awarded projects throughout the term of the contract. The prequalified firm's project manager is responsible for monitoring the customer service provided to City by prequalified firm's staff, sales and support teams, and employing, as necessary, corrective measures, to ensure that the prequalified firm will provide and maintain the highest quality of customer service possible during the completion of the project(s). Project-specific deliverables and expectations shall be defined on a project-by-project basis, as specified in each ITQ.

**VOLUME OF WORK TO BE RECEIVED BY FIRM.** No promise of work is given or should be understood, as a result of a qualification. The City reserves the right to purchase any goods and/or services awarded from any resulting agreement, or another governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

### **SECTION 3: SPECIAL CONDITIONS**

1. **LICENSE/CERTIFICATION.** Prospective firm shall maintain in current status the adequate license or certification, to pull all permits necessary to successfully complete the work. Awarded vendor(s) shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract.
2. **METHOD OF PAYMENT.** The City shall provide periodic payments for services rendered by the Contractor. For the City to provide payment, the Contractor shall submit a fully documented invoice within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a City representative has reviewed and approved the service.
3. **GUARANTEE AGAINST DEFECTS.** The Contractor(s) shall, in addition to all other guarantees, be responsible for faulty labor and defective material within a period of one (1) year after the date of acceptance of labor and material by the City. Under this guarantee, the Contractor agrees to make good without delay, at its own expense, any failure of any part of the work after the City notifies the Contractor of such deficiencies in writing payment in full for the work does not constitute a waiver of guarantee.
4. **CLEAN-UP.** All unusable materials and debris shall be removed from the site at the end of each workday and disposed of in an appropriate manner. Upon final completion, the Contractor(s) shall thoroughly clean up all areas, as mutually agreed with the City, where work was performed.
5. **PERMIT COSTS.** The City will only reimburse the Contractor(s) for the cost of the permits. Proof of cost is required. The City will only reimburse for initial review and one resubmission. Costs associated with additional re-submissions will not be reimbursed. Contractor(s) shall not include permit fees on Cost Proposal. Permit costs will be charged to the City separately from the unit cost. All licenses required by municipality, governmental agency, or political subdivision shall be obtained by and paid for by the Contractor(s). Damages, penalties and/or fines imposed on the City or the Contractor(s) for failure to obtain required licenses or permits shall be borne by the Contractor(s).
6. **BACKGROUND CHECKS/CONTRACTOR'S PERSONNEL.** The Contractor(s) shall conduct a full criminal background check at its own expense on each of its employees engaged in providing services under this ITB or any resulting Agreement prior to the commencement of said services. No Contractor employee shall be eligible to perform services, pursuant to this RFP or resulting Agreement if he or she:
  - (1) has been convicted of or was placed in a pre-trial diversion program for any crime involving dishonesty or breach of trust; embezzlement; drug trafficking; forgery; burglary; robbery; theft; perjury; possession of stolen property; identity theft; fraud; money laundering; shoplifting; larceny; falsification of documents and/or;





- (2) has been convicted of any sex, weapons, or violent crime including but not limited to homicide; attempted homicide; rape; child molestation; extortion; terrorism or terrorist threats; kidnapping; assault; battery; and illegal weapon possession, sale or use. The Contractor(s) shall defend, indemnify, and hold the City, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of its failure to comply with this requirement.

Contractor(s) shall employ personnel competent to perform the work specified herein. The City reserves the right to request the removal of the Contractor's employee's from performing maintenance on the City's grounds where the employee's performance or actions are obviously detrimental to the program. Contractor's personnel must always wear photo identification.

**SAFETY MEASURES.** Awarded Contractor (s) shall take all precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor(s) shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standards practices, to protect workers, general public and existing structures from injury or damage.

## **PART II: SUBMISSION OF PROPOSALS**

It is imperative that the information submitted is precise, clear, and complete. All submittals are to be submitted through the Ion Wave website by uploading your Proposal and required attachments under the Response Attachments Tab. Submittals not conforming to this format may be disqualified from further consideration. All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Submittals which are substantially incomplete or lack key information may be rejected at the CITY's discretion.

Proposals should include the requirements listed below. Proposals submitted without meeting ALL the requirements may be considered non-responsive. Information submitted should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to present a clear understanding of this project and of similar past projects, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

Respondents shall include the following information in their proposals. All additional information that the Respondent believes is unique to a section and does not fit the established outline may be included at the end of each section under a subheading "Additional Information."

Firms shall submit their responses to this RFP via the electronic procurement portal, Ion Wave. The information listed in sections 1 through 8 below, shall be provided in the order detailed below, via uploading onto the Ion Wave website as one document, with the exception of Section 8, which will be provided in the Line Items Tab of Ion Wave solicitation. All other documents and information requested shall each be uploaded as separate documents.

The following information shall be provided in the order detailed: failure to provide any one part of this section without appropriate explanation may result in disqualification of your proposal.

### **1.0 Title Page (1 Page)**

List the Request for Proposal subject, the name of the firm, address, telephone number, email address, contact person, and date of submittal, and who has corporate authority to sign for the Firm.

### **2.0 Letter of Interest (2 Pages)**

Provide an introduction to your company and describe why the City of Cape Coral should select your firm(s) to perform the described work and what your commitment will be to perform the work in a timely and professional manner.



### **3.0 Table of contents (1 Page)**

Include a clear identification of the material included in the submittal by page number.

### **4.0 Firm Background & Experience (20 Points)**

- 4.1 Briefly introduce your Firm and/or Individual providing a summary of the administration, organization and staffing of your Firm and/or Individual, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the individuals who will undertake this engagement
- 4.2 Describe the organization, date founded, and ownership of your firm, staffing, history, and experience with clients of similar scope and size.
- 4.3 Provide a brief description of the Respondent's approach to provide the services requested in this RFP and the ability to perform the contract within the time specified.
- 4.4 Provide examples of standard operating procedures and industry standards the Respondent would provide for the services requested in this RFP.
- 4.5 Identify the Principal and Key Personnel of the firm to be assigned for the duration of the contract and personnel responsible for the contract administration. Include qualifications, certifications, licenses, and resumes of identified personnel. Contact information will be required for verification.
- 4.6 Indicate your firm meets the minimum requirement of being fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of their response to this Request for Qualifications. Should the Contractor not be fully licensed and certified, the Contractor's submittal will be rejected.
- 4.7 Identify the approximate percentage of the Work that will be performed by the Prime Firm (minimum 60%).

### **5.0 Qualification & Experience of Key Personnel/Team (20 Points)**

- 5.1 Identify the key lead staff and their qualifications, background and experience.
- 5.2 Identify team's overall experience and experience with municipality projects.
- 5.3 Include copies of licenses and/or certifications of Key Personnel and Team.

### **6.0 Understanding and Approach (15 Points)**

Provide a project understanding and approach for the Scope of Work. Include additional tasks that are not included in the Scope of Work that the Firm feels will add value to the project.

### **7.0 Qualification of the Firm or Team (20 Points)**

Provide qualifications to demonstrate the Firm or Team has a minimum experience of:

- 7.1 At least ten (10) years' experience providing landscape materials and services; (2) Years for Non-for-Profit services.
- 7.2 The project manager or primary contact with at least five (5) years' experience managing landscaping services, similar in complexity to the City of Cape Coral Project. Not needed for Non-for-Profit Services





7.3 Provide a list of currently active memberships to professional organizations within the Green Industry.

## 8.0 Team Management and Ability to Complete Work (15 Points)

8.1 Identify the overall management structure of the proposed team.

8.2 Identify the office from which the work will be primarily performed.

8.3 Demonstrate the staffing and equipment capacities to provide the services requested in the RFP.

8.4 Provide a list of tree planting and tree care equipment owned or available to the firm.

8.5 Provide information on your firm's current workload and how this project will fit into your workload and the techniques that are planned to assure project schedules will be met.

## 9.0 Prior Experience with similar work and References (10 Points)

9.1 Provide references from three (3) current governmental agencies, including the name of the agency, contact name, telephone, and email address. For Non-for-Profit agencies 1 Provide references from three (3) current agencies, including the name of the agency, contact name, telephone, and email address.

9.2 Provide a list of current public and private customers

The minimum information required for each reference shall be as required on the Reference Survey Form located in the Attachments Tab and as stated in the Reference Attribute in the Attribute Tab. CITY and/or their designee must be able to make contact with the reference.

## PART III: PROPOSAL SUBMISSION TIMELINE

### 1. Request for Proposal Timeline

The anticipated schedule for this RFP is as follows:

Event	Date
RFP Available	FEBRUARY 19, 2025
Deadline for RFP Questions	MARCH 5, 2025
Proposal Due Date	MARCH 25, 2025
Internal Evaluation Committee	TBD
Begin Contract Negotiations	TBD
Council Approval	TBD

### 2. Evaluation Criteria

Cost may not be the primary factor in the selection of a proposal.

The evaluation and selection of a firm will be performed by the Evaluation Team. The following represent the principal selection criteria which will be considered during the evaluation process.

- |   |           |
|---|-----------|
| 1) Firm Background & Experience                     | 20 points |
| 2) Qualification & Experience of Key Personnel/Team | 20 points |
| 3) Understanding and Approach                       | 15 points |

## EXHIBIT C - RPW2563-C



Provide Landscape Materials and Services

Project #RPW2563KMR

- |  |           |
|--|-----------|
| 4) Qualification of the Firm or Team                 | 20 points |
| 5) Team Management and Ability to Complete Work      | 15 points |
| 6) Prior Experience with similar work and References | 10 points |

The evaluation team may request the most qualified firms to make a presentation and be available for an interview or presentation. All expenses, including travel expenses for interviews shall be borne by the proposer.

Upon selection of the most qualified firm meeting the City's requirements, the City reserves the right to negotiate the price structure and will present a formal contract to the City Council for approval.

**Upon submission, all proposals become the property of the City and are subject to public records law.**

(End of Section)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ardent Insurance Group, Inc. 1004 Collier Center Way #205 Naples FL 34110	<b>CONTACT NAME:</b> Ardent Insurance Group <b>PHONE (A/C No, Ext):</b> (239) 919-3916 <b>FAX (A/C, No):</b> (866) 347-8852 <b>E-MAIL ADDRESS:</b> info@ardentinsurancegroup.com																					
<b>INSURED</b> P & T Lawn and Tractor Service Inc. P & T Pest Management 1971 Pine Avenue Alva FL 33920	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Monroe Guaranty Insurance Company</td><td>32506</td></tr><tr><td>INSURER B:</td><td>FCCI Insurance Group, Inc</td><td>10178</td></tr><tr><td>INSURER C:</td><td>National Trust Insurance Company</td><td>20141</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Monroe Guaranty Insurance Company	32506	INSURER B:	FCCI Insurance Group, Inc	10178	INSURER C:	National Trust Insurance Company	20141	INSURER D:			INSURER E:			INSURER F:		
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INSURER C:	National Trust Insurance Company	20141																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:** Master Cert 24-25**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	GL 100073308 03	10/05/2024	10/05/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																			
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																			
MED EXP (Any one person)	\$ 5,000																			
PERSONAL & ADV INJURY	\$ 1,000,000																			
GENERAL AGGREGATE	\$ 2,000,000																			
PRODUCTS - COMP/OP AGG	\$ 2,000,000																			
	\$																			
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA 100073297 04	10/05/2024	10/05/2025	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>PIP</td><td>\$ 10,000</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	PIP	\$ 10,000				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
PIP	\$ 10,000																			
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		UMB10009587900	10/05/2024	10/05/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 3,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 3,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 3,000,000	AGGREGATE	\$ 3,000,000		\$								
EACH OCCURRENCE	\$ 3,000,000																			
AGGREGATE	\$ 3,000,000																			
	\$																			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				<table><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
PER STATUTE	OTH-ER																			
E.L. EACH ACCIDENT	\$																			
E.L. DISEASE - EA EMPLOYEE	\$																			
E.L. DISEASE - POLICY LIMIT	\$																			
B	Inland Marine		CM100073309-03	10/05/2024	10/05/2025	<table><tr><td>Limit</td><td>586,730</td></tr><tr><td>Deductible</td><td>\$1,000 min</td></tr><tr><td>Deductible</td><td>\$10,000 max</td></tr></table>	Limit	586,730	Deductible	\$1,000 min	Deductible	\$10,000 max								
Limit	586,730																			
Deductible	\$1,000 min																			
Deductible	\$10,000 max																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT: Purchase of Landscape Materials and Services (RPW2563KMR)

The City of Cape Coral is named as Additional Insured with respect to the General Liability policy, including Products and Completed Operations coverage.

**CERTIFICATE HOLDER****CANCELLATION**

City of Cape Coral, FL PO Box 150027  Cape Coral FL 33915	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Adrian E. Leon</i>
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ADDITIONAL COVERAGES									
Ref #	Description				Coverage Code	Form No.	Edition Date		
	PIP-Basic				PIP				
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
10,000									
Ref #	Description				Coverage Code	Form No.	Edition Date		
	Uninsured motorist combined single limit				UMCSL				
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
100,000									
Ref #	Description				Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
Ref #	Description				Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
Ref #	Description				Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
Ref #	Description				Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
Ref #	Description				Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
Ref #	Description				Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
Ref #	Description				Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
Ref #	Description				Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				

OFADTLCV

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FIRST CHOICE CONTRACTORS LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Commercial General Liability Coverage Form, and will apply unless excluded by separate endorsement(s) to the Commercial General Liability Coverage Form.

The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended as follows:

**SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE** is amended as follows:

**1. Extended "Property Damage"**

Exclusion 2.a., Expected or Intended Injury, is replaced with the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**2. Non-owned Watercraft**

Exclusion 2.g. (2) (a) is replaced with the following:

- (a) Less than 51 feet long; and

**3. Property Damage Liability – Borrowed Equipment**

The following is added to Exclusion 2.j. (4):

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations. The most we will pay for "property damage" to any one borrowed equipment item under this coverage is \$25,000 per "occurrence". The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

**4. Limited Electronic Data Liability**

Exclusion 2.p. is replaced with the following:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

The most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is \$10,000.

We have no duty to investigate or defend claims or "suits" covered by this Limited Electronic Data Liability coverage.

The following definition is added to **SECTION V – DEFINITIONS** of the Coverage Form:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.



For purposes of this **Limited Electronic Data Liability** coverage, the definition of "Property Damage" in **SECTION V – DEFINITIONS** of the Coverage Form is replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it;
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For purposes of this insurance, "electronic data" is not tangible property.

**SECTION I – COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** is amended as follows:

Paragraph 2.e. Exclusions – the Contractual Liability Exclusion is deleted.

**SECTION I – COVERAGES, the following coverages are added:**

**COVERAGE D. VOLUNTARY PROPERTY DAMAGE**

**1. Insuring Agreement**

We will pay, at your request, for "property damage" caused by an "occurrence", to property of others caused by you, or while in your possession, arising out of your business operations. The amount we will pay for damages is described in **SECTION III LIMITS OF INSURANCE**.

**2. Exclusions**

This insurance does not apply to:

"Property Damage" to:

- a. Property at premises owned, rented, leased or occupied by you;
- b. Property while in transit;
- c. Property owned by, rented to, leased to, loaned to, borrowed by, or used by you;
- d. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;
- e. Property caused by or arising out of the "products-completed operations hazard";
- f. Motor vehicles;
- g. "Your product" arising out of it or any part of it; or
- h. "Your work" arising out of it or any part of it.

**3. Deductible**

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$250. We will then pay the amount of loss in excess of \$250 up to the applicable limit of insurance.

**4. Cost Factor**

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance afforded under COVERAGE D is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

Coverage D covers unintentional damage or destruction, but does not cover disappearance, theft, or loss of use.

The insurance under COVERAGE D does not apply if a loss is paid under COVERAGE E.

## **COVERAGE E. CARE, CUSTODY OR CONTROL**

### **1. Insuring Agreement**

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" caused by an "occurrence", to property of others while in your care, custody, or control or property of others as to which you are exercising physical control if the "property damage" arises out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

### **2. Exclusions**

This insurance does not apply to:

"Property Damage" to:

- a. Property at premises owned, rented, leased or occupied by you;
- b. Property while in transit;
- c. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;
- d. Property caused by or arising out of the "products-completed operations hazard";
- e. Motor vehicles;
- f. "Your product" arising out of it or any part of it; or
- g. "Your work" arising out of it or any part of it.

### **3. Deductible**

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$250. We will then pay the amount of loss in excess of \$250 up to the applicable limit of insurance.

### **4. Cost Factor**

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance afforded under COVERAGE E is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

The insurance under COVERAGE E does not apply if a loss is paid under COVERAGE D.

## **COVERAGE F. LIMITED PRODUCT WITHDRAWAL EXPENSE**

### **1. Insuring Agreement**

- a. If you are a "seller", we will reimburse you for "product withdrawal expenses" associated with "your product" incurred because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in SECTION III - LIMITS OF INSURANCE. No other obligation or liability to pay sums or perform acts or services is covered.

- a. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:
  - (1) You determine that the "product withdrawal" is necessary; or
  - (2) An authorized government entity has ordered you to conduct a "product withdrawal".
- c. We will reimburse only those "product withdrawal expenses" which are incurred and reported to us within one year of the date the "product withdrawal" was initiated.
- d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:
  - (1) When you have announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct a "product withdrawal" This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party;
  - (2) When you received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal"; or
  - (3) When a third party has initiated a "product withdrawal" and you communicate agreement with the "product withdrawal", or you announce to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to participate in the "product withdrawal", whichever comes first.
- e. "Product withdrawal expenses" incurred to withdraw "your products" which contain:
  - (1) The same "defect" will be deemed to have arisen out of the same "product withdrawal"; or
  - (2) A different "defect" will be deemed to have arisen out of a separate "product withdrawal" if newly determined or ordered in accordance with paragraph 1.b of this coverage.

## 2. Exclusions

This insurance does not apply to "product withdrawal" expenses" arising out of:

- a. Any "product withdrawal" initiated due to:
  - (1) The failure of "your products" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property.
  - (2) Copyright, patent, trade secret or trademark infringements;
  - (3) Transformation of a chemical nature, deterioration or decomposition of "your product", except if it is caused by:
    - (a) An error in manufacturing, design, processing or transportation of "your product"; or
    - (b) "Product tampering".
  - (4) Expiration of the designated shelf life of "your product".
- b. A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the inception date of this Coverage Part or prior to the time "your product" leaves your control or possession.
- c. Recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A - Bodily Injury And Property Damage Liability by endorsement.
- d. Recall of "your products" which have been banned from the market by an authorized government entity prior to the policy period.
- e. The defense of a claim or "suit" against you for "product withdrawal expenses".

3. For the purposes of the insurance afforded under COVERAGE F, the following is added to 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. Duties In The Event Of A "Defect" Or A "Product Withdrawal"

- (1) You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your products", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:
  - (a) How, when and where the "defect" was discovered;
  - (b) The names and addresses of any injured persons and witnesses; and
  - (c) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".
- (2) If a "product withdrawal" is initiated, you must:
  - (a) Immediately record the specifics of the "product withdrawal" and the date it was initiated;
  - (b) Send us written notice of the "product withdrawal" as soon as practicable; and
  - (c) Not release, consign, ship or distribute by any other method, any product, or like or similar products, with an actual, suspected or threatened defect.
- (3) You and any other involved insured must:
  - (a) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";
  - (b) Authorize us to obtain records and other information; and
  - (c) Cooperate with us in our investigation of the "product withdrawal".

4. For the purposes of this Coverage F, the following definitions are added to the Definitions Section:

- a. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.
- b. "Product tampering" is an act of intentional alteration of "your product" which may cause or has caused "bodily injury" or physical injury to tangible property.

When "product tampering" is known, suspected or threatened, a "product withdrawal" will not be limited to those batches of "your product" which are known or suspected to have been tampered with.
- c. "Product withdrawal" means the recall or withdrawal of "your products", or products which contain "your products", from the market or from use, by any other person or organization, because of a known or suspected "defect" in "your product", or a known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property.
- d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below paid and directly related to a "product withdrawal":
  - (1) Costs of notification;
  - (2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;
  - (3) Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;
  - (4) Costs of computer time;
  - (5) Costs of hiring independent contractors and other temporary employees;
  - (6) Costs of transportation, shipping or packaging;
  - (7) Costs of warehouse or storage space; or

- (8) Costs of proper disposal of "your products", or products that contain "your products", that cannot be reused, not exceeding your purchase price or your cost to produce the products; but "product withdrawal expenses" does not include costs of the replacement, repair or redesign of "your product", or the costs of regaining your market share, goodwill, revenue or profit.
- e. "Seller" means a person or organization that manufactures, sells or distributes goods or products. "Seller" does not include a "contractor" as defined elsewhere in this endorsement.

The insurance under COVERAGE F does not apply if a loss is paid under COVERAGE G.

## **COVERAGE G. CONTRACTORS ERRORS AND OMISSIONS**

### **1. Insuring Agreement**

If you are a "contractor", we will pay those sums that you become legally obligated to pay as damages because of "property damage" to "your product", "your work" or "impaired property", due to faulty workmanship, material or design, or products including consequential loss, to which this insurance applies. The damages must have resulted from your negligent act, error or omission while acting in your business capacity as a contractor or subcontractor or from a defect in material or a product sold or installed by you while acting in this capacity. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

We have no duty to investigate or defend claims or "suits" covered by this Contractors Errors and Omissions coverage.

This coverage applies only if the "property damage" occurs in the "coverage territory" during the policy period.

This coverage does not apply to additional insureds, if any.

Supplementary Payments – Coverage A and B do not apply to Coverage G. Contractors Errors and Omissions.

### **2. Exclusions**

This insurance does not apply to:

- a. "Bodily injury" or "personal and advertising injury".
- b. Liability or penalties arising from a delay or failure to complete a contract or project, or to complete a contract or project on time.
- c. Liability because of an error or omission:
- (1) In the preparation of estimates or job costs;
  - (2) Where cost estimates are exceeded;
  - (3) In the preparation of estimates of profit or return on capital;
  - (4) In advising or failure to advise on financing of the work or project; or
  - (5) In advising or failing to advise on any legal work, title checks, form of insurance or suretyship.
- d. Any liability which arises out of any actual or alleged infringement of copyright or trademark or trade dress or patent, unfair competition or piracy, or theft or wrongful taking of concepts or intellectual property.
- e. Any liability for damages:
- (1) From the intentional dishonest, fraudulent, malicious or criminal acts of the Named Insured, or by any partner, member of a limited liability company, or executive officer, or at the direction of any of them; or
  - (2) Which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

- f. Any liability arising out of manufacturer's warranties or guarantees whether express or implied.
- g. Any liability arising from "property damage" to property owned by, rented or leased to the insured.
- h. Any liability incurred or "property damage" which occurs, in whole or in part, before you have completed "your work." "Your work" will be deemed completed at the earliest of the following times:
  - (1) When all of the work called for in your contract or work order has been completed;
  - (2) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
  - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.Work that may need service or maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as complete.
- i. Any liability arising from "property damage" to products that are still in your physical possession.
- j. Any liability arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
  - (1) Providing engineering, architectural or surveying services to others; and
  - (2) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work you perform.Professional services include the preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications. Professional services also include supervisory or inspection activities performed as part of any related architectural or engineering activities.  
But, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.
- k. Your loss of profit or expected profit and any liability arising therefrom.
- l. "Property damage" to property other than "your product," "your work" or "impaired property."
- m. Any liability arising from claims or "suits" where the right of action against the insured has been relinquished or waived.
- n. Any liability for "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.
- o. Any liability arising from the substitution of a material or product for one specified on blueprints, work orders, contracts or engineering specifications unless there has been written authorization, or unless the blueprints, work orders, contracts or engineering specifications were written by you, and you have authorized the changes.
- p. Liability of others assumed by the insured under any contract or agreement, whether oral or in writing. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**3. For the purposes of Coverage G, the following definition is added to the Definitions section:**

- a. "Contractor" means a person or organization engaged in activities of building, clearing, filling, excavating or improvement in the size, use or appearance of any structure or land. "Contractor" does not include a "seller" as defined elsewhere in this endorsement.

**4. Deductible**

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$250. The limits of insurance will not be reduced by the application of the deductible amount.



We may pay any part or all of the deductible amount to effect settlement of any claim or "suit", and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**5. Cost Factor**

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance under COVERAGE G does not apply if a loss is paid under COVERAGE F.

**COVERAGE H. LOST KEY COVERAGE**

**1. Insuring Agreement**

We will pay those sums, subject to the limits of liability described in SECTION III LIMITS OF INSURANCE in this endorsement and the deductible shown below, that you become legally obligated to pay as damages caused by an "occurrence" and due to the loss or mysterious disappearance of keys entrusted to or in the care, custody or control of you or your "employees" or anyone acting on your behalf. The damages covered by this endorsement are limited to the:

- a. Actual cost of the keys;
- b. Cost to adjust locks to accept new keys; or
- c. Cost of new locks, if required, including the cost of installation.

**2. Exclusions**

This insurance does not apply to:

- a. Keys owned by any insured, employees of any insured, or anyone acting on behalf of any insured;
- b. Any resulting loss of use; or
- c. Any of the following acts by any insured, employees of any insured, or anyone acting on behalf of any insured:
  - 1) Misappropriation;
  - 2) Concealment;
  - 3) Conversion;
  - 4) Fraud; or
  - 5) Dishonesty.

**3. Deductible**

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$1,000. The limits of insurance will not be reduced by the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**EXPANDED COVERAGE FOR TENANT'S PROPERTY AND PREMISES RENTED TO YOU**

The first paragraph after subparagraph (6) in Exclusion j., Damage to Property is amended to read as follows:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

**SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGE A and B is amended as follows:**

All references to SUPPLEMENTARY PAYMENTS – COVERAGES A and B are amended to SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, E, G, and H.

**1. Cost of Bail Bonds**

Paragraph 1.b. is replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**2. Loss of Earnings**

Paragraph 1.d. is replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

**SECTION II – WHO IS AN INSURED is amended as follows:**

**1. Incidental Malpractice**

Paragraph 2.a.(1)(d) is replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to a nurse, emergency medical technician or paramedic employed by you to provide medical services, unless:
  - (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
  - (ii) The "employee" has another insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

**2. Broadened Who Is An Insured**

The following are added to Paragraph 2.:

**Subsidiaries**

e. Your subsidiaries if:

- (1) They are legally incorporated entities; and
- (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy. If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

**Additional Insureds**

- f. Any person or organization described in paragraphs g. through k. below whom you are required to add as an additional insured on this policy under a written contract or agreement in effect during the term of this policy, provided the written contract or agreement was executed prior to the "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured seeks coverage.

However, the insurance afforded to such additional insured(s):

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
- (3) Will not be broader than that which is afforded to you under this policy;
- (4) Is subject to the conditions described in paragraphs g. through k. below; and
- (5) Nothing herein shall extend the term of this policy.

g. Owner, Lessor or Manager of Premises

If the additional insured is an owner, lessor or manager of premises, such person or organization shall be covered only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of any premises leased to you and subject to the following additional exclusions:

- (1) Any "occurrence" that takes place after you cease to occupy those premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

h. State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations

If the additional insured is the state or any political subdivision, the state or political subdivision shall be covered only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit or authorization. This insurance does not apply to:

- (1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

i. Lessor of Leased Equipment

If the additional insured is a lessor of leased equipment, such lessor shall be covered only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

j. Mortgagee, Assignee, or Receiver

If the additional Insured is a mortgagee, assignee, or receiver of premises, such mortgagee, assignee or receiver of premises is an additional insured only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

k. Vendor

If the additional insured is a vendor, such vendor is an additional insured only with respect to liability for "bodily injury" or "property damage" caused by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (1) The insurance afforded to the vendor does not apply to:
  - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in absence of the contract or agreement.
  - (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in "your product" made intentionally by the vendor;
  - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - i. The exceptions contained in Subparagraphs d. or f.; or
  - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### **3. Newly Formed or Acquired Organizations**

Paragraph 3. is amended as follows:

- a. Coverage under this provision is afforded until the end of the policy period.
- d. Coverage A does not apply to product recall expense arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

### **SECTION III – LIMITS OF INSURANCE is amended as follows:**

#### **1. Paragraph 2. is replaced with the following:**

- 2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
  - c. Damages under Coverage B;
  - d. Voluntary "property damage" payments under Coverage D;
  - e. Care, Custody or Control damages under Coverage E.; and
  - f. Lost Key Coverage under Coverage H.

#### **2. Paragraph 5. is replaced with the following:**

- 5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A;
  - b. Medical expenses under Coverage C;
  - c. Voluntary "property damage" payments under Coverage D;
  - d. Care, Custody or Control damages under Coverage E;
  - e. Limited Product Withdrawal Expense under Coverage F;
  - f. Contractors Errors and Omissions under Coverage G.; and,
  - g. Lost Key Coverage under Coverage H.

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

#### **3. Paragraph 6. is replaced with the following:**

6. Subject to Paragraph 5. above the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

**4. Paragraph 7. is replaced with the following:**

7. Subject to Paragraph 5. above, the higher of \$10,000 or the Medical Expense Limit shown in the Declarations is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

**5. Paragraph 8. is added as follows:**

8. Subject to Paragraph 5. above, the most we will pay under Coverage D. Voluntary Property Damage for loss arising out of any one "occurrence" is \$1,500. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is \$3,000.

**6. Paragraph 9. is added as follows:**

9. Subject to Paragraph 5. above, the most we will pay under Coverage E. Care, Custody or Control for "property damage" arising out of any one "occurrence" is \$1,000. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is \$5,000.

**7. Paragraph 10. is added as follows:**

10. Subject to Paragraph 5. above, the most we will pay under Coverage F. Limited Product Withdrawal Expense for "product withdrawal expenses" in any one-policy period, regardless of the number of insureds, "product withdrawals" initiated or number of "your products" withdrawn is \$10,000.

**8. Paragraph 11. is added as follows:**

11. Subject to Paragraph 5. above, the most we will pay under Coverage G. Contractors Errors and Omissions for damage in any one-policy period, regardless of the number of insureds, claims or "suits" brought, or persons or organizations making claim or bringing "suits" is \$10,000.

For errors in contract or job specifications or in recommendations of products or materials to be used, this policy will not pay for additional costs of products and materials to be used that would not have been incurred had the correct recommendations or specifications been made.

**9. Paragraph 12. is added as follows:**

12. Subject to Paragraph 5. above, the most we will pay under Coverage H., Lost Key Coverage for damages arising out of any one occurrence is \$50,000.

**10. Paragraph 13. is added as follows:**

13. The General Aggregate Limit applies separately to:

- a. Each of your projects away from premises owned by or rented to you; or
- b. Each "location" owned by or rented to you.

"Location" as used in this paragraph means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**11. Paragraph 14. is added as follows:**

14. With respect to the insurance afforded to any additional insured provided coverage under this endorsement:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

**1. Subparagraph 2.a. of Duties In The Event Of Occurrence, Offense, Claim, or Suit is replaced with the following:**

- a. You must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim. This requirement applies only when the “occurrence” or offense is known to the following:
  - (1) An individual who is the sole owner;
  - (2) A partner, if you are a partnership or joint venture;
  - (3) An “executive officer” or insurance manager, if you are a corporation;
  - (4) A manager, if you are a limited liability company;
  - (5) A person or organization having proper temporary custody of your property if you die;
  - (6) The legal representative of you if you die; or
  - (7) A person (other than an “employee”) or an organization while acting as your real estate manager.

To the extent possible, notice should include:

- (1) How, when and where the “occurrence” or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the “occurrence” or offense.

**2. The following is added to Subparagraph 2.b. of Duties In The Event Of Occurrence, Offense, Claim, or Suit:**

The requirement in 2.b.applies only when the “occurrence” or offense is known to the following:

- (1) An individual who is the sole owner;
- (2) A partner or insurance manager, if you are a partnership or joint venture;
- (3) An “executive officer” or insurance manager, if you are a corporation;
- (4) A manager or insurance manager, if you are a limited liability company;
- (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization;
- (6) A person or organization having proper temporary custody of your property if you die;
- (7) The legal representative of you if you die; or
- (8) A person (other than an “employee”) or an organization while acting as your real estate manager.

**3. The following is added to paragraph 2. of Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. If you report an “occurrence” to your workers compensation carrier that develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such an “occurrence” to us at the time of the “occurrence” shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this “occurrence” to us as soon as you become aware that this “occurrence” may be a liability claim rather than a workers compensation claim.



**4. Paragraph 6. is replaced with the following:**

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Any error or omission in the description of, or failure to completely describe or disclose any premises, operations or products intended to be covered by the Coverage Form will not invalidate or affect coverage for those premises, operations or products, provided such error or omission or failure to completely describe or disclose premises, operations or products was not intentional.

You must report such error or omission to us as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium charges or exercise our right of cancellation or nonrenewal.

**5. The following is added to paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

**6. Paragraph 10. is added as follows:**

**10. Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the applicable state(s).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION  
AGREEMENT WITH YOU – ONGOING OPERATIONS AND  
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE (OPTIONAL)**

<b>Name of Additional Insured Persons or Organizations</b>
(As required by written contract or agreement per Paragraph A. below.) .

<b>Locations of Covered Operations</b>
(As per the written contract or agreement, provided the location is within the "coverage territory".) .

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

**A. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
3. Will not be broader than that which is afforded to you under this policy; and
4. Nothing herein shall extend the term of this policy.

- B.** The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  2. Supervisory, inspection, architectural or engineering activities.
- C.** This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
- D.** With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

- E. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

Paragraph **2. Duties In The Event of Occurrence, Offense, Claim Or Suit** is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph **C.** above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- F.** This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM.**

<b>CERTIFICATE OF LIABILITY INSURANCE</b>								Date 3/3/2025	
<b>Producer:</b> Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562					<b>This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.</b>				
<b>Insured:</b> South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691					<b>Insurers Affording Coverage</b>			<b>NAIC #</b>	
<b>Insurer A:</b> Lion Insurance Company					<b>Insurer B:</b>			11075	
<b>Insurer C:</b>					<b>Insurer D:</b>				
<b>Insurer E:</b>									
<b>Coverages</b>									
The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.									
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date(MM/DD/YY)	Limits			
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur  General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$			
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$			
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence \$ Aggregate \$			
A	<b>Workers Compensation and Employers' Liability</b> Any proprietor/partner/executive officer/member excluded? <b>NO</b> If Yes, describe under special provisions below.		WC 71949	01/01/2025	01/01/2026	X	WC Statutory Limits		OTH-ER
						E.L. Each Accident		\$1,000,000	
						E.L. Disease - Ea Employee		\$1,000,000	
						E.L. Disease - Policy Limits		\$1,000,000	
<b>Other</b>			<b>Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616</b>						
<b>Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:</b>									
Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": <b>P&amp;T Lawn &amp; Tractor Service, Inc</b> Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s) , while working in: FL. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to certificates@lioninsurancecompany.com <b>Project Name:</b> PURCHASE OF LANDSCAPE MATERIALS AND SERVICES (RPW2563KMR) ISSUE 03-03-25 (KLT)									
<b>Begin Date: 6/12/2019</b>									
<b>CERTIFICATE HOLDER</b>					<b>CANCELLATION</b>				
CITY OF CAPE CORAL  P.O. BOX 150027 CAPE CORAL, FL 33915					Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.  				



## EXHIBIT 4

### MASTER SERVICE AGREEMENT #RPW2563KMR-D PROVIDE LANDSCAPE MATERIALS AND SERVICES

THIS MASTER SERVICE AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 ("Effective Date") between The Davey Tree Expert Company. ("Contractor") and the City of Cape Coral, Florida ("City"). Contractor and City are also referred to as "party" and collectively as the "parties". Subject to and in consideration of the mutual promises, conditions, and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **APPROVED VENDOR.** Upon execution of this Agreement and compliance with its terms, City agrees that Contractor shall be added to City's list of approved vendors for providing Landscape Materials and Services.
2. **WORK AUTHORIZATION.** From time to time, City may request services from Contractor. For each occasion on which Contractor is willing to provide requested services, the parties will enter into a work authorization ("Work Authorization" or "WA") which will describe the services to be performed and the period for performance and which will be substantially in the form attached hereto as Exhibit A. Contractor must notify City within 5 days if it accepts a Work Authorization, rejects a Work Authorization or requires changes to a Work Authorization. City may reject any acceptance or request for changes that City receives after the Work Authorization Offer Period has expired. The "Work Authorization" will be governed by and subject to the terms and conditions of this Agreement. Agreements or stipulations in any Work Authorization that are contrary to any term of this Agreement shall be void, unless Contractor and City have expressly agreed in writing that such agreement or stipulation shall supersede the terms of this Agreement.
3. **CONTRACT TERM.** The term of this agreement shall be for three (3) years from the effective date. The contract may be renewed for two additional, one-year periods, upon mutual agreement by the CITY and the CONTRACTOR.
4. **LABOR, EQUIPMENT, MATERIALS, SUPPLIES AND SERVICES**
  - a. Upon receipt of a mutually agreeable Work Authorization, Contractor shall begin furnishing the services according to the specifications and requirements of this Agreement and the Work Authorization.
  - b. All services rendered by Contractor hereunder shall be performed in accordance with industry standards. All materials and equipment furnished by Contractor in the performance of services hereunder shall be free from defects. Any of the materials, equipment, or services found to be defective shall be at Contractor's sole discretion, either removed, replaced, or corrected by Contractor without additional cost to City. Contractor shall not be liable for claims arising from or relating to latent or unknown defects.
5. **PAYMENTS:** CITY shall make payment, and CONTRACTOR shall be in receipt of all sums properly invoiced within thirty (30) days of the City's receipt of such invoice. CITY shall pay contract amount of such invoice within such thirty (30) day period. If CITY shall give such notice to the CONTRACTOR within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the CONTRACTOR the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the CONTRACTOR shall promptly refund to the CITY the amount of such overpayment.

Payments by Electronic Funds Transfer: All payments made by the City of Cape Coral, Florida will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer form. The form may be accessed on the City of Cape Coral website at:

<https://cms4files.revize.com/capecoralfl/Procurement/VENDOR%20EFT%20AUTHORIZATION%20-%20Updated%20Jan%202024.pdf>

Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information. The link below will take you to the City of Cape Coral vendor Registration page:

[https://www.capecoral.gov/departments/financial\\_services/procurement/vendor\\_registration.php](https://www.capecoral.gov/departments/financial_services/procurement/vendor_registration.php)

Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become register vendors and have the EFT payment form in place prior to the award of any contract.

6. **INDEPENDENT CONTRACTOR.** Contractor shall be deemed an independent contractor with respect to any and all work performed under this Agreement and any Work Authorization. It is the express understanding and



intention of the parties that no relationship of master and servant or principal and agent shall exist between City and the employees, agents, or representatives of Contractor or between the Contractor and the employees, agents, or representatives of City, by virtue of this Agreement.

7. **INGRESS AND EGRESS.** City shall secure for Contractor rights of ingress and egress to the tract of land on which the work to be performed is located. City shall advise Contractor of any limitations or restrictions to ingress and egress, and Contractor, its employees, agents, or subcontractors shall abide by such limitations and restrictions.
8. **COMPLIANCE WITH LAWS.** City and Contractor each agree to comply with all laws, rules, and regulations applicable to this Agreement or the performance of work hereunder. If either party is required to pay any fine or penalty resulting from the other party's violation of such laws, rules or regulations, the party who committed the direct violation shall immediately reimburse the other for any such payment.
9. **FORCE MAJEURE.** Except for the duty to make payments hereunder when due, and the indemnification provisions under this Agreement, neither City nor Contractor shall be responsible to the other for any delay, damage, or failure caused by or occasioned by a Force Majeure Event. As used in this Agreement, "Force Majeure Event" shall mean: Any act of God, act of nature or the elements, terrorism, insurrection, revolution or civil strife, piracy, civil war or hostile action, labor strikes, acts of public enemies, federal or state laws, rules and regulations of any governmental authorities having jurisdiction over the premises, inability to procure material, equipment, or necessary labor in the open market, acute and unusual labor, material, or equipment shortages, or any other causes (except financial) beyond the control of either party. Delays due to any of the above causes shall not be deemed to be a breach of or failure to perform under this Agreement. Neither City nor Contractor shall be required against its will to adjust any labor or other similar dispute except in accordance with applicable law.
9. **INTELLECTUAL PROPERTY.** Contractor retains all intellectual property rights in any property invented or composed in the course of or incident to the performance of Contractor's work required under this Agreement. City acquires no right or interest in any such intellectual property, by virtue of this Agreement or the work performed under this Agreement.
10. **INSURANCE.**
  - a. At all times during the term of this Agreement, Contractor shall, at its own expense, maintain with an insurance company or companies authorized to do business in the state where the work is to be performed, or through a funded or state approved self-insurance program, insurance coverage of the kind and in the minimum amounts listed in Exhibit B, which Exhibit is attached and incorporated into this Agreement.
  - b. Upon advance written notice, Contractor shall provide additional amounts or kinds of insurance as may reasonably be deemed necessary by City from time to time in response to the ongoing nature of operations and changes in exposure to loss, but only to the extent the insurance is commercially available.
11. **DAMAGE LIABILITY.** The awarded CONTRACTOR shall be responsible for all claims filed for damage to private property, windows, screen enclosures, real estate signs, etc. Additionally, the CONTRACTOR shall be responsible for damage to all public property or utility property, fire hydrants, catch basins, guy wires telephone pedestals, etc. Copies of all damage claims shall be submitted to the Procurement Division.
12. **INDEMNITY**
  - a. Contractor agrees to protect, defend, indemnify and hold harmless City, its officers, directors, employees or their invitees, and any working interest owner or non-City for whom City is obligated to perform services, from and against all claims, demands, and causes of action of every kind and character without limit arising out of Contractor's or its subcontractors' performance or nonperformance of this Agreement, except for such as may be caused by the negligence of City, its agents or employees. Contractor's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City. If it is judicially determined that the monetary limits of the insurance required hereunder or of the indemnities voluntarily assumed in this Paragraph (which Contractor and City hereby agree will be supported either by available liability insurance under which the insurer has no right of subrogation against the indemnitees, or voluntarily self-insured, in part or whole) exceed the maximum limits permitted under applicable law, it is agreed that said insurance requirements or indemnities shall automatically be amended to conform to the maximum monetary limits permitted under such law.
  - b. City and Contractor each waive any right to special, indirect and consequential damages against the other party hereto.

13. **RECORD RETENTION.** The awarded CONTRACTOR shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City of Cape Coral reserves the right to determine the record-keeping method in the event of non-conformity. If a Public Construction Bond is required records shall be maintained for ten (10) years, after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

Records of the Contractor's personnel, sub-consultants, and the costs pertaining to the Project shall be kept in accordance with generally accepted accounting practices. Contractor shall keep full and detailed accounts and financial records pertaining to the provision of services for the City. Prior to commencing work, Contractor shall review with and obtain the City's approval of the accounting procedures and records to be utilized by the Contractor on the Project. Contractor shall preserve the aforementioned Project records for a period of ten (10) years after final payment, or for such longer period as may be required by law.

The failure of Contractor to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Contract and the CITY shall enforce the Default in accordance with the provisions set forth. If an audit inspection or examination in accordance with this article discloses overpricing or overcharges to the CITY (of any nature) by Contractor and/or sub-contractor(s) the CITY shall be entitled to adjustment and reimbursement or recovery in the amount of such overpricing or overcharging. If the amount of the overpricing or overcharging is determined to be more than One Hundred Thousand and No/100 Dollars (\$100,000.00), in addition to adjusting for the overcharges, the reasonable actual cost of the CITY's audit shall be reimbursed to the CITY by Contractor. Any adjustments and/or payments which must be made because of any such audit or inspection of Contractor's invoices and/or record shall be made within a reasonable amount of time (not to exceed thirty (30) calendar days) from presentation of the CITY's findings to Contractor. This provision survives the expiration of this Agreement.

14. **TERMINATION OF WORK.** City may, upon ten (10) days advance written notice, in its sole discretion, terminate work covered by any Work Authorization issued hereunder. In such event, Contractor shall be paid at the applicable rates stipulated in Contractor's Rate Schedule or Bid or as the parties otherwise agree, for services rendered up to the date of such termination.
15. **TERM; CANCELLATION.** This Agreement shall remain in effect until cancelled by either party hereto by giving the other party ten (10) days written notice. If work then being performed pursuant to this Agreement or any Work Authorization extends past such ten (10) day period, then the cancellation shall not be effective until that work is completed.
16. **NOTICE.** Unless otherwise specified in this Agreement or any Work Authorization, any notice required under this Agreement shall be in writing, addressed as follows:

If to Contractor:

Richard Close  
Regional Business Developer  
1500 North Mantua Street  
Kent, OH 44240  
Email: [Richard.close@davey.com](mailto:Richard.close@davey.com)

If to City:

Procurement Division  
Attn: Kelsey Reed  
PO Box 150027  
Cape Coral, FL 33915  
Email: [kreed@capecoral.gov](mailto:kreed@capecoral.gov)

17. **E-VERIFY VALIDATION.** As a condition precedent to entering into this CONTRACT and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**Contractor must include E-Verify Memorandum of Understanding (MOU) Verification document.**

18. **NO WAIVER.** No waiver by either party of any of the terms, provisions or conditions of this Agreement shall be effective unless the waiver is in writing and signed by an authorized representative of both parties.
19. **ASSIGNMENT.** Neither party shall assign this Agreement, either in whole or in part, without the express prior written consent of the other party hereto. Any such attempted assignment shall be void.
20. **SEVERABILITY.** In the event any provision of this Agreement is inconsistent with or contrary to any applicable law, rule, or regulation, the provision shall be deemed to be modified to the extent required to comply with the law, rule, or regulation, and this Agreement, as so modified, shall continue in full force and effect.

21. **GOVERNING LAW.** The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract, each party shall be responsible for its own reasonable costs and attorney's fees. The Parties hereby waive their respective right, title, or interest to a trial of any disputed issues or facts by a jury.
22. **EXHIBITS.** The following Exhibits are attached hereto and made a part of this Agreement for all purposes:
- Exhibit A - Sample Work Authorization Form  
Exhibit B - Insurance Requirements  
Exhibit C - Contract Documents
23. **OTHER CONTRACTS.** Unless the parties have expressly agreed otherwise, this Agreement shall not apply to, and shall not alter, modify or supersede any other written Agreement between the parties, whether such other Agreement was entered into before or after the Effective Date.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written. Both parties agree that a single original of this Agreement will be executed.

**CITY:**

City of Cape Coral

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

**CONTRACTOR:**

The Davey Tree Expert Company

By: *Rich Close*

Printed name: RICHARD CLOSE

Title: REGIONAL BUSINESS DEVELOPER

**CITY LEGAL REVIEW:**

*MR* *4.17.2025*  
Aleksander Boksner Date  
City Attorney

**SAMPLE WORK AUTHORIZATION FORM**

This Work Authorization #(vendor initials-#), dated \_\_\_\_\_, 2025, is hereby issued pursuant to the Master Service Agreement for (Agreement Title) ("Agreement") #(agreement number), dated (date of agreement), between The City of Cape Coral, Florida ("CITY") and (vendor)("CONTRACTOR").

All terms used herein shall have the same meaning as defined in the Agreement unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth below, CITY and CONTRACTOR agree as follows:

The following exhibits are attached hereto and incorporated into this Work Authorization:

- EXHIBIT A      SCOPE OF SERVICES**
- EXHIBIT B      TECHNICAL SPECIFICATIONS AND PLANS**
- EXHIBIT C      COST PROPOSAL**

CITY hereby authorizes CONTRACTOR to provide the following services as follows:

1. **SPECIFIC SCOPE OF PROJECT:** Provide CONTRACTOR with further details than what is included with the agreement.
2. **CONTRACTOR DUTIES:** The scope of required services under the proposed work authorization shall include, but is not limited to the following:
  - a. **Technical Specifications and Plans:** Include any technical specifications and plans that the CONTRACTOR is required to do for this specific project.

**ARTICLE 2  
SCHEDULE**

The services under this Work Authorization shall commence by \_\_\_\_\_, and shall be completed by \_\_\_\_\_. A detailed services schedule is attached.

**ARTICLE 3  
COMPENSATION**

The compensation for the services under this Work Authorization shall be \$\_\_\_\_\_ as quoted by the CONTRACTOR.

The CONTRACTOR and the CITY agrees to the fee of xxxxxx dollars and xx cents. (\$xxxx.xx) for the cost of the project as specified in the attached EXHIBIT A.

**ARTICLE 4  
QUALIFICATIONS AND SPECIAL REQUIREMENTS**

The services to be provided under this Work Authorization are subject to the following special requirements and qualifications:

## EXHIBIT A - RPW2563KMR

List any special qualifications, licenses, crew numbers that are required for this project.

All terms and conditions of the Agreement shall remain in full force and effect unless waived or modified by an express provision of this Work Authorization.

### CITY

The City of Cape Coral, Florida

By: \_\_\_\_\_

Print Name: Mike Ilczyszyn

Its: City Manager

Date: \_\_\_\_\_

### CONTRACTOR

Vendor Name

By: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
USE OF AND RELIANCE BY THE  
City of Cape Coral ONLY:

By: \_\_\_\_\_

Aleksandr Boksner  
City Attorney



**PROJECT: Purchase of Landscape Materials and Services (RPW2563KMR)**

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The City reserves the right to request additional documentation regarding insurance provided.*

- a. Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 personal and advertising injury

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

\$1,000,000 combined single limit (CSL); or  
\$500,000 bodily injury per person  
\$1,000,000 bodily injury per accident  
\$500,000 property damage per accident

- c. Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

**Workers' Compensation:**

Statutory

**Employers' Liability will have minimum limits of:**

\$1,000,000 per accident  
\$1,000,000 disease limit  
\$1,000,000 disease – policy limit

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

**Verification of Coverage:**

- 1.** Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The "Certificate Holder" shall read as follows:**

City of Cape Coral  
P.O. Box 150027  
Cape Coral, Florida 33915-0027

- b. The "Description of Operations/Locations/Vehicles" shall read as follows:**

*"The City of Cape Coral is named as an Additional Insured with respect to the General Liability policy, including Products and Completed Operations coverage."*

**Special Requirements:**

- 1.** An appropriate "Indemnification" clause shall be made a provision of the contract.





**Project-Specific Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract for specific risks in addition to minimum requirements. The City reserves the right to request additional documentation regarding insurance provided.*

- **Pollution/Environmental Pollution Liability** – cover third parties against bodily injury and property damage caused by hazardous waste materials released during business operations, reimbursement of mandated off-site clean-up costs, and Legal costs to investigate or settle pollution-related claims. Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

*\*Minimum completed operations period—5 years for environmental services/work and site/dirt work (excavation, paving, landscaping, and digging).*



*Proven Solutions for a Growing World*

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## ***CITY OF CAPE CORAL***

***Provide Landscape Materials and Services***

***#RPW2563KMR March, 2025***

**PROPOSAL TO:**

Kelsey Reed  
Procurement Specialist  
[kreed@capecoral.gov](mailto:kreed@capecoral.gov)

**ADDRESS:**

1015 Cultural Park Blvd.  
Cape Coral, FL 33990



The Davey Tree Expert Company  
Rick Close -ISA Certified Arborist  
Naples, FL 34109  
267.235.2510

---

**CITY OF CAPE CORAL**  
***Provide Landscape Materials and Services***  
**#RPW2563KMR**

Dear Kelsey Reed,

On behalf of The Davey Tree Expert Company, we are pleased to submit this RFQ proposal for the City of Cape Coral. We view this contract as a partnership between the City of Cape Coral and Davey.

Davey is proud of its reputation as a cost-effective and responsive provider of quality tree care, grounds management and environmental consulting services. For over 145 years, we have been dedicated to continual improvement for our clients, employees and the environment.

One of our greatest strengths is the open communication among Davey operations nationally where the sharing of best practices actively takes place. We will make every attempt, through these best practices, to ensure that the City of Cape Coral receives improved value each year.

Our objective is to increase the level of service, improve safety and mitigate risk as well as enhance the aesthetic value of the property. We base this objective on our projected efficiencies, leadership and continuity in performing the weekly tasks.

Thank you for the opportunity to submit our RFQ proposal. If we can be of any assistance, please contact me at 267-235-2510.

Your Davey Representative:

Sincerely,

**Rick Close**  
**Regional Business Developer**



# C O N T E N T S

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# THE ONEDAVEY DIFFERENCE

TRAINING & EDUCATION



EMPLOYEE OWNERSHIP



SAFETY CULTURE



RESEARCH & DIAGNOSTICS LAB



ENVIRONMENTAL STEWARDSHIP





## SINCE 1880

Founded in 1880, The Davey Tree Expert Company was started by John Davey and incorporated in 1909. In 1979, the employees acquired ownership of Davey. Today, Davey Tree is one of the largest employee-owned companies in North America.

With more than 11,000 employees, Davey Tree and its subsidiaries offer residential services, commercial services, specialty services by The Davey Resource Group, and utility services.

With operations throughout North America, our branches have expanded, but our commitment to scientifically-based horticultural, environmental services and outstanding client service has never wavered.

We have an experienced workforce of dedicated, courteous, hard-working employees working with a common goal of safe and reliable service. We believe our commitment to quality is evident in the work we do.

Our solutions and programs are designed and carefully monitored to obtain the right results with minimum risk to the environment and the communities we serve.



*John  
Davey*

DAVEY HISTORY



# QUALIFICATIONS

## NATIONAL INFO.

### FORMAL COMPANY NAME:

The Davey Tree Expert Company

### DATE FOUNDED:

1880

### CORPORATE HEADQUARTERS:

Kent, Ohio

### OWNERSHIP:

Employee-owned since 1979, the largest employee-owned company in the State of Ohio and one of the top 20 largest in the U.S.

### NUMBER OF EMPLOYEES:

10,000+ employees

### QUICK FACTS:

- Davey provides tree, shrub and lawn care, pest management, pest surveys, large tree moving, grounds management, vegetation management and consulting services in North America.
- Davey crews provide service to nearly every state in the U.S. and many Canadian provinces.
- The Davey family owned the company until 1979 when the employees purchased it.

## LOCAL INFO.

### CORPORATE OFFICE:

P.O. Box 5193  
 1500 North Mantua Street  
 Kent, OH 44240

### TAX IDENTIFICATION #:

34-0176110

### SIC CODE:

0783

### NAICS:

561730

### D&B NUMBER:

00-790-3180

### LOCAL OFFICE:

5515 Yahl St, Naples FL  
 34109

### CONTACT PERSON:

Jeff Huber

### CONTACT PHONE:

813-410-1040

### EMAIL:

Jeffrey.Huber1@Davey.com

# CORE SERVICES

Davey provides comprehensive landscaping, grounds management, tree care and environmental consulting services on municipality's and commercial properties across North America. From HOAs to industrial facilities, our dedicated team maintains safe and beautiful landscapes on a variety of commercial property types.

- » **Tree and shrub pruning, planting and fertilization**
- » **Grounds maintenance, mowing and landscape installation**
- » **Pest and disease prevention and management**
- » **Water management and sustainability solutions**
- » **Environmental consulting and compliance**
- » **Emergency storm response services**







# STATEMENT OF SAFETY POLICY

Safety is a core value of The Davey Tree Expert Company and is deeply rooted within our culture. Our dedication to safety emphasizes the fundamental respect we have for our employees, clients, the public and the environment.

All of Davey Management is responsible for providing an environment where our work can be carried out safely. Rigorous adherence to the Company Safety Policies is critical to assure that employees understand, implement and enforce Company safe work practices in accordance with federal United States OSHA or Canadian OSH standards.

As a Company, we will provide for the safest possible conditions through advanced training, education and compliance monitoring. Every Davey employee must be a participating member of the safety team, and is responsible to improve safety conditions by reporting hazards, enforcing safety policies and supporting employee engagement.

A commitment to our statement of safety policy is part of every employee's condition of employment with Davey and is also a moral obligation we share with our Davey teammates to assure that we return home safely.

Sincerely,

Patrick Covey  
President & CEO

**DAVEY**   
Proven Solutions for a Growing World

## ROAD TO ZERO

Davey has had numerous operations achieve 1,000 days of accident-free production.

Join us on the Road to Zero and add your operation to the list!

*Every Davey industry professional is tasked with upholding safety policies and procedures. To help pave the way along the Road to Zero, Davey's business units report safety performance monthly to leadership to measure progress toward safety benchmarks and goals.*

*Davey strives to be consistently lower than relevant industry injury data as collected by the Bureau of Labor Statistics (BLS). We provide detailed safety performance data to clients upon request.*

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS**DAVEY**   
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## Certificate of Status Authentication

The information listed below was used to create the certificate for the listed authentication number.

Authentication Number	300221157343-020912-801672
Document Number	801672
Corporate Name	THE DAVEY TREE EXPERT COMPANY
State of Inc	OH
Filing Date	10/31/1922
Document Type	Foreign Corporation
Document Status	ACTIVE
Effective Date	N/A
Last Trans Date	11/21/1983
Last Trans Effective Date	N/A
Last Annual Report Date	01/03/2012
Last Annual Report Year	2012
Cross Reference Name	N/A

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State of Florida, Department of State

**Collier County  
Board of County Commissioners  
Certificate of Competency**

Collier County \* City of Marco \* City of Naples \* City of Everglades

Issued Date: 09/16/2020

**Company:** THE DAVEY TREE EXPERT COMPANY  
**Address:** 5515 YAHL STREET UNIT A  
NAPLES, FL 34109  
**Telephone:** (239) 403-9665  
**Qualifier:** WILAND, RICHARD B.  
**License #:** C34090  
**Issuance #:** 201500001462  
**Classification:** LANDSCAPING RESTRICTED CONTR.  
**Valid Thru:** 09/30/2021  
**State License #:**  
**State Valid Thru:**

It is the Qualifier's responsibility to keep current all records with Collier County.

This shall include insurance certificates and/or contact information.

Always verify licenses online at <https://CVPortal.CollierCountyFL.Gov/>

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



**COLLIER COUNTY BUSINESS TAX**  
**COLLIER COUNTY TAX COLLECTOR - 2800 N. HORSESHOE DRIVE - NAPLES FLORIDA 34104 - (239) 252-2477**  
 VISIT OUR WEBSITE AT: [www.colliertax.com](http://www.colliertax.com)  
 THIS RECEIPT EXPIRES SEPTEMBER 30, 2021

**BUSINESS TAX NUMBER: 160403**

LOCATION: 5515 YABL STREET UNIT A  
 ZONED: INDUSTRIAL  
 BUSINESS PHONE: 403-9666  
 STATE OR COUNTY LIC #: 2015-1462

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

**THE DAVEY TREE EXPERT COMPANY**

WILAND, RICH  
 P O BOX 5193  
 KENT, OH 442405193

**11-20 EMPLOYEES**

CLASSIFICATION: LANDSCAPING RESTRICTED CONTRACTOR

CLASSIFICATION CODE: 02102601

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 any other taxes or permits that may be required by law.

-THIS TAX IS NON-REFUNDABLE-

DATE 08/06/2020  
 AMOUNT 56.00  
 RECEIPT WWW-21-00082391

*Larry R. King*



# INTERNATIONAL SOCIETY OF ARBORICULTURE

## BOARD CERTIFIED MASTER ARBORIST™

*Ahmed Ali*

Having successfully completed the requirements set by the  
 International Society of Arboriculture, the above named  
 is hereby recognized as an ISA Board Certified Master Arborist®



  
 Kevin Martlage  
 Director of Credentialing  
 International Society of Arboriculture

  
 Caitlyn Pollihan  
 Executive Director  
 International Society of Arboriculture

FL-0831B  
 Certification Number

27 May 2009  
 Certified Since

30 Jun 2021  
 Expiration Date



## The International Society of Arboriculture

Hereby Announces That

*Richard B. Wiland*

Has Earned the Credential

### ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

  
 Caitlyn Pollihan  
 CEO & Executive Director

6 July 2011

31 December 2023

FL-6320A

Issue Date

Expiration Date

Certification Number

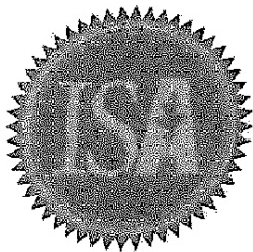


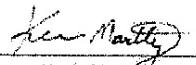
# INTERNATIONAL SOCIETY OF ARBORICULTURE


## CERTIFIED ARBORIST™

### *Todd Anthony Loukides*

Having successfully completed the requirements set by the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®



  
 Kevin Martlage  
 Director of Credentialing  
 International Society of Arboriculture

  
 Caitlyn Pollhan  
 Executive Director  
 International Society of Arboriculture

FL-9325A  
 Certification Number

2 Jan 2018  
 Certified Since

30 Jun 2021  
 Expiration Date



#0847  
 ISO/IEC 17024  
 Personnel Certification Program  
 ISA Certified Arborist®

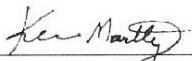
# INTERNATIONAL SOCIETY OF ARBORICULTURE

## CERTIFIED ARBORIST™

*Albert Ethan Jaques*

Having successfully completed the requirements set by the  
 International Society of Arboriculture, the above named  
 is hereby recognized as an ISA Certified Arborist®



  
 Kevin Martine  
 Director of Credentialing  
 International Society of Arboriculture

FL-9417A  
 Certification Number

  
 Caitlyn Pollihan  
 Executive Director  
 International Society of Arboriculture

5 Nov 2018  
 Certified Since

31 Dec 2021  
 Expiration Date



#0847  
 ISO/IEC 17024  
 Personnel Certification Program  
 ISA Certified Arborist®

State of



Florida

Department of Agriculture and Consumer Services  
 Bureau of Licensing and Enforcement

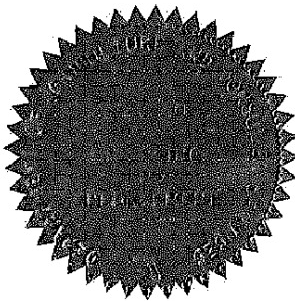
# **CERTIFIED PEST CONTROL OPERATOR**

Number: JF277263

RICHARD WILAND

*This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice*

*Lawn and Ornamental*



*in conformity with an Act of the Legislature of the State of Florida regulating the  
 practice of Pest Control and imposing penalties for violations.*

*In Testimony Whereof, Witness this  
 signature at Tallahassee, Florida on September 25, 2018*

*Chief, Bureau of Licensing and Enforcement*

Adam H. Putnam  
 Commissioner of Agriculture

FDACS 13618.06/01



STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
January 31, 2019	LF219603	May 9, 2022

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER  
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF  
CHAPTER 482 FOR THE PERIOD EXPIRING: May 9, 2022

RICHARD WILAND  
9320 BRAMLEY TERR.  
FORT MYERS, FL 33967

*Nicole Fried*  
NICOLE "NIKKI" FRIED, COMMISSIONER



STATE OF FLORIDA		
Department of Agriculture and Consumer Services		
BUREAU OF LICENSING AND ENFORCEMENT		
Date	File No.	Expires
February 18, 2019	LF281674	February 15, 2023
<p><b>THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER</b>          NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF          CHAPTER 482 FOR THE PERIOD EXPIRING: February 15, 2023</p>		
<p>ROBERT C ELLIS          THE DAVEY TREE EXPERT COMPANY          5515-A YAHL ST          NAPLES, FL 34109</p>		
<p><i>Nicole Gried</i>          NICOLE "NIKKI" FRIED, COMMISSIONER</p>		

STATE OF FLORIDA		
Department of Agriculture and Consumer Services		
BUREAU OF LICENSING AND ENFORCEMENT		
Date	File No.	Expires
July 13, 2017	LF261406	July 12, 2021
<p><b>THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER</b>          NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF          CHAPTER 482 FOR THE PERIOD EXPIRING: July 12, 2021</p>		
<p>TODD LOUKIDES          31 WICKLIFFE DR          NAPLES, FL 34110</p>		
<p><i>Adam H. Putnam</i>          ADAM H. PUTNAM, COMMISSIONER</p>		









GV10617-1  
Certificate #

GV10617  
Trainee ID #

**UF** UNIVERSITY of  
FLORIDA  
IFAS Extension

## Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

**Richard Wiland**

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Donald P. Rainey  
Issuer

B. LaRoche  
Instructor

7/8/2010  
Date of Class

*Heather Ritchie*  
DEP Program Administrator

Not valid without seal



GV403233-1

Certificate #

GV403233

Trainee ID #

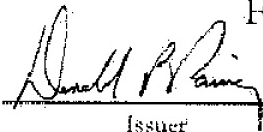
## Certificate of Training Best Management Practices Florida Green Industries

**UF IFAS**  
 UNIVERSITY OF FLORIDA

The undersigned hereby acknowledges that

### Todd A. Loukides

has successfully met all requirements necessary to be fully trained through  
the Green Industries Best Management Practices Program developed by the  
Florida Department of Environmental Protection with the University of  
Florida Institute of Food and Agricultural Sciences.



Issuer

C. Peralta M.

Instructor

6/6/2017

Date of Class



DFL Program Administrator

Not valid without seal

	<b>Certificate of Training</b> <b>Best Management Practices</b> <b>Florida Green Industries</b>		<b>UNIVERSITY OF</b> <b>FLORIDA</b> <b>IFAS EXTENSION</b>
GV4424-1			
Certificate #			
GV4424			
Trainee ID #			
The undersigned hereby acknowledges that			
<b>Derek Harris</b>			
has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.			
Dr. L.E. Trenholm	Brown	3/17/2009	 DEP Program Administrator
Issuer	Instructor	Date of Class	
Not valid without seal			



# Certificate of Completion

**Ethan Jaques**

**Has Completed a Florida Department of  
Transportation Approved Temporary Traffic  
Control (TTC) Intermediate Course.**

**05/25/2023**

Date Expires

**209**

FDOT Provider #

**Michael Stone**

Instructor

**51728**

Certificate #



Southwest Florida Safety Council  
1714 Evans Avenue  
Fort Myers, FL 33901  
[www.swflsc.com](http://www.swflsc.com)  
[samantha@swflsc.com](mailto:samantha@swflsc.com)



For more information about Temporary Traffic  
Control (TTC) or to verify this certificate  
[www.motadmin.com](http://www.motadmin.com)

# Certificate of Completion

**Christopher A. Lohmann**

**Has Completed a Florida Department of  
Transportation Approved Temporary Traffic  
Control (TTC) Intermediate Course.**

**10/25/2023**

Date Expires

**209**

FDOT Provider #

**Michael Stone**

Instructor

**56714**

Certificate #



Southwest Florida Safety Council  
1714 Evans Avenue  
Fort Myers, FL 33901  
[www.swflsc.com](http://www.swflsc.com)  
[glennb@swflsc.com](mailto:glennb@swflsc.com)



For more information about Temporary Traffic  
Control (TTC) or to verify this certificate

[www.motadmin.com](http://www.motadmin.com)

# Certificate of Completion

**Frank D. Jaques**

**Has Completed a Florida Department of  
Transportation Approved Temporary Traffic  
Control (TTC) Intermediate Course.**

**10/25/2023**

Date Expires

**209**

FDOT Provider #

**Michael Stone**

Instructor

**56705**

Certificate #



Southwest Florida Safety Council  
1714 Evans Avenue  
Fort Myers, FL 33901  
[www.swflsc.com](http://www.swflsc.com)  
[glennb@swflsc.com](mailto:glennb@swflsc.com)



For more information about Temporary Traffic  
Control (TTC) or to verify this certificate  
[www.motadmin.com](http://www.motadmin.com)

# Certificate of Completion

**DOMINIC DIBLASIO**

**Has Completed a Florida Department of  
Transportation Approved Temporary Traffic  
Control (TTC) Intermediate Course.**

**03/05/2025**

Date Expires

**209**

FDOT Provider #

**Michael Stone**

Instructor

**71008**

Certificate #



Southwest Florida Safety Council  
1714 Evans Avenue  
Fort Myers, FL 33901  
[www.swflsc.com](http://www.swflsc.com)  
[glennb@swflsc.com](mailto:glennb@swflsc.com)



For more information about Temporary Traffic  
Control (TTC) or to verify this certificate  
[www.motadmin.com](http://www.motadmin.com)

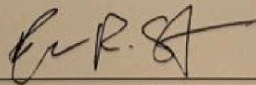


The Florida Nursery, Growers & Landscape Association  
*Confers on*

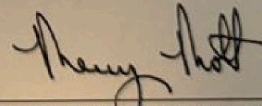
**Jacob Ripp**  
**H11364**

*The Title of*  
**FNGLA Certified Horticulture Professional (FCHP)**

Expiration Date: 12/31/2026  
Certified Since: 11/22/2017



Eric Smith, FNGLA President



Merry Mott, FNGLA Certification Director



## Team Bios

### Mark Svozil

#### Vice President and General Manager

Getting things done is one thing; making an impact is another. Regardless, Mark is a master at both. With responsibility for employee engagement and customer loyalty, Mark's attention to detail ensures that Davey consistently exceeds both employee and customer expectations. Since his start at Davey in 1992, Mark has been a go-to resource for proactive green industry solutions. In addition to managing the day-to-day operations for Davey's entire Commercial Landscape division, Mark is a member of these professional associations: SIMA, NALP and ISA.

### John Wright

#### Vice President - CLS Operations

John's career started in 1993 when he joined Davey as a Landscape Crew Leader in the Washington DC RC office. In 1991 he was promoted to Landscape Management Coordinator. In 2000 he was named Assistant District Manager for the RC Tree Care Office and soon followed up with a transition over to the CLS Service Line as Branch Manager the following year in the newly formed Montgomery County CLS Office. In 2013 John received another Promotion to Regional Manager after many years of success running his operation. John's background with RC and CLS has helped him become a Solutions Driven Leader in the Mid-Atlantic Region. John is a 1991 DITS Graduate, a 2001 Sales Training Graduate and a 2009-2011 Member of the Presidents Council.



## **Jason Bassler**

### **Southern Regional Manager**

On the job, for his customers, or as part of his commitment to protecting green industry standards, Jason likes to do things right. Why, you could practically label him “fanatical,” and he’d hardly mind. His dedication to accuracy, honesty, hard work and customer service is virtually unmatched. As regional manager for Davey’s Southern region, Jason is responsible for ensuring all current and potential customers’ needs are met. Safety is never overlooked. In fact, daily stretches and job briefings provide details to achieve our customers’ expectations in a safe manner.

## **Vito Monteleone**

### **Florida Operations Manager**

With 37 years in the Landscape industry, I have been known to have an eye for detail. Always strive for 100% Client satisfaction by listening to the needs and providing the best solution to fit any budget. Over the years, I have led by example and coached staff to be the best landscape professionals.

The Motto of “A great culture creates a great product.”

## **Roger Echols**

### **Branch Manager**

Roger is a U.S. Veteran with over 18 years of landscape experience who joined Davey in 2014 as a trim crew member. Roger's efforts are always rooted in doing it right or not at all. Roger understands the ins and outs of what it takes to achieve true teamwork and genuine customer satisfaction. In addition to being among our hardest-working managers, his greatest quality is his honesty and integrity. Roger is also a Certified Temporary Traffic Controller (TTC). Roger has attended several meaningful training courses offered through The Davey Institute. Through his perspicuity and work ethic, Roger has since been promoted to branch manager.

Roger oversees the day-to-day operations, sales, and scheduling in his role.

## **Jeffrey Huber**

### **Business Developer**

With 17 years of experience in a wide range of landscaping jobs and projects under his belt, Jeffrey Huber brings forth an extensive amount of knowledge to his role as a business developer. In this role, Jeffrey pinpoints new business opportunities for Davey's commercial landscaping services in Florida. He also provides operational support and sales assistance for opportunities outside of his area of focus for Davey's other divisions.

## **Dr. A. D. Ali**

### **Manager of Special Projects Davey Institute**

The Davey Tree Expert Company Dr. Ali has over 35 years of experience in the Green Industry. He is a founding team member of Davey Global Consulting. For the past 23 years, he oversaw Davey's technical support programs in the US and Canada. Dr. Ali served as an Adjunct Professor at Florida Southwestern State College and at Hodges University in Ft. Myers, FL. Dr. Ali is an Entomologist by training. He received his BS in Entomology and MS in Plant Protection and Pest Management from the University of California at Davis and his Ph.D. in Entomology from Louisiana State University. He is a Board-Certified Master Arborist, TRAQ qualified, and served on the Board of Directors and as President of the Florida Chapter, of the International Society of Arboriculture. Dr. Ali has written a book on Pest Management in Landscape. In addition, he has presented 130 scientific and training seminars, attended 135 conferences, symposia, and workshops, and authored more than 300 scientific and trade-oriented articles.

## **MANUEL R. NASSAR**

### **Technical Advisor for The Davey Institute**

Manny has 33 years of experience in the landscape and arboriculture industry. Speak, read and write fluently in Spanish and the last 3 ½ years have been spent working for the Davey Institute as a Technical Advisor for CLS operations providing technical advice/support in Landscape Management Best Practices to all Davey Tree CLS offices in the southeast, southwest and western regions of the

United States. Also provide support to three residential offices in Florida, aiding with PHC programs and client arboriculture consultations. Certified Best Management Practices (State of Florida), International Society of Arboriculture - Certified Arborist, International Society of Arboriculture – TRAQ, FNGLA – Certified Horticultural Professional and Florida Certified Pest Control Operator.

## **MARK JACKSON**

### **Water Management Consultant**

Mark Jackson has spent his 40-year career in the Green Industry with the last 23 at Davey Tree. As Water Management Consultant for the Davey Institute, Mark leads the team with integrity, character, and vision while promoting business-minded solutions, all-out teamwork and strategic partnerships for clients who desire efficient watering. Mark holds a B.S. in Crop and Soil Science from Michigan State University.

## **Rich Wiland**

### **District Manager**

Began working with Davey Tree in 2009 and have held the position of Trimmer, Plant Health Care, Sales Arborist and currently District Manager of the Naples office. Also, he has 7 years of Green Industry experience prior to Davey Tree. Attended Kent State University. 2010 Graduate of The Davey Institute of Horticultural Sciences, Davey's week-long program for advanced training on pests and diseases. 2014 Graduate of The Davey Institute of Tree Sciences (DITS) training course, DITS is Davey's month-long flagship training program. Outside of work, Rich enjoys family time, playing ice hockey and watching football.

## Equipment

Equipment - Davey has national partnerships with suppliers and have no issue getting new equipment when needed. Davey also purchases equipment and has two storage facilities that they ship to local offices.

### DAVEY'S BUYING POWER

- Priority Service From Leading Suppliers
- National Pricing
- Consignment Containers Dedicated To A Locations Needs
- Equipment On Hand For Growth



**JOHN DEERE**

**STIHL**



**Cub Cadet**



# TEAM MANAGEMENT & ABILITY TO COMPLETE WORK

Management Structure - See Org Chart

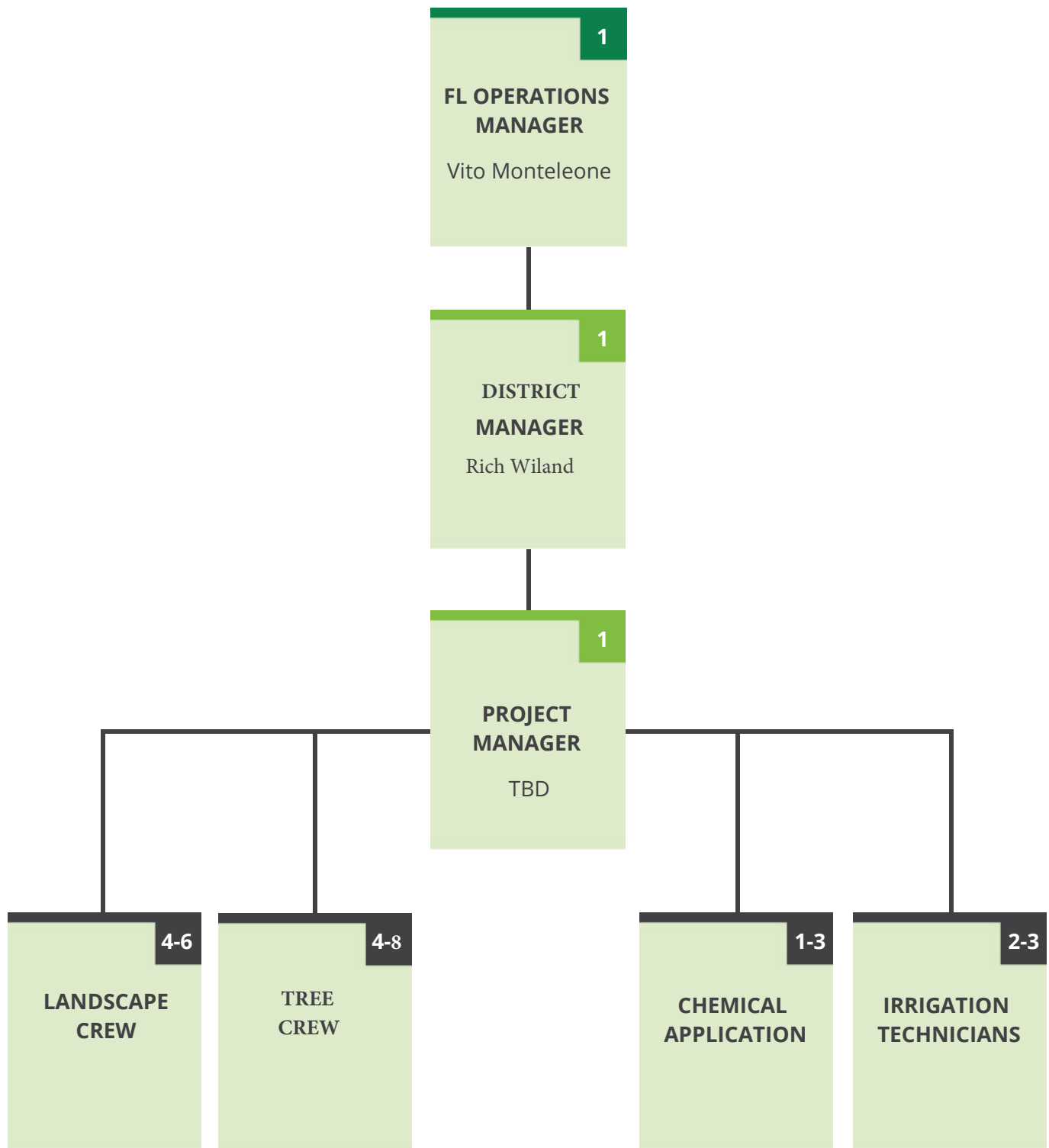
Office - The office is located in Naples but depending on the size and scope of the project a local yard could be acquired for project.

Staffing - Key personnel are current Davey employees and the labor force will be a combination of current employees and new hires.

Equipment - Davey has national partnerships with suppliers and have no issue getting new equipment when needed. Davey also purchases equipment and has two storage facilities that they ship to local offices.

Workload - The local offices have stable work load as most of our clients have been with us for 5 years + and we are always looking to grow. This would be a dedicated team for this project depending on size.

# ORG. CHART





# REFERENCES

## City of Naples

Heather Shields

239-213-7136

HShields@Naplesgov.com

## Lee County BOCC

Randy Harris

239-707-2481

RHarris@leegov.com

## Naples Zoo at Caribbean Gardens

Danielle Green

239-262-5409 x148

DGreen@napleszoo.com

## Ave Maria

Donny Diaz

[DDiaz@Brroncollier.com](mailto:DDiaz@Brroncollier.com)

239-944-6865

## Latitude at Margaritaville

Jeff Appleford

386-212-2056

Jeff.Appleford@Fsresidential.com





**RPW2563KMR**  
**The Davey Tree Expert Company**  
**Supplier Response**

**Event Information**

Number: RPW2563KMR  
Title: Provide Landscape Materials and Services  
Type: Request for Qualification  
Issue Date: 2/19/2025  
Deadline: 3/25/2025 03:00 PM (ET)  
Notes: The City of Cape Coral is seeking proposals from interested and qualified firms for the Provide Landscape Materials and Services, #RPW2563KMR from qualified firms experienced in the State of Florida, to provide these services. Responses to this RFP will be accepted via Electronic submission only.

Please upload all documents through Ion Wave.

**Contact Information**

Contact: Kelsey Reed Procurement Specialist  
Address: 1015 Cultural Park Blvd  
City Hall - 2nd Floor/Finance-Procurement  
Cape Coral, FL 33990  
Email: kreed@capecoral.gov

## The Davey Tree Expert Company Information

Contact: Jeff Huber  
 Address: 1500 North Mantua Street  
 Kent, OH 44240  
 Phone: (813) 410-1040  
 Email: Jeffrey.Huber1@Davey.com  
 Web Address: Davey.com

The person submitting this bid or proposal represents and warrants that he or she is duly authorized and has legal capacity to do so. This bid or proposal is authorized and is a valid and legal binding offer subject to acceptance by the City. For purposes of this bid or proposal, electronic, mechanically-applied and printed signatures, seals and dates shall be considered original signatures, seals and dates, without regard to the order in which they were affixed. The Legal Entity Name of proposer must be provided on the proposal submittal and all proposal form documents that are being submitted for the proposed goods or services requested in this solicitation. The Legal Entity Name will be used when creating the proposed goods or services contract between the Awarded Firm and the City.

Richard Close

*Signature*

*Submitted at 3/18/2025 06:40:50 AM (ET)*

richard.close@davey.com

*Email*

## Requested Attachments

### RFP Required Forms for Submission

Davey Tree RFQ for - Landscape  
 Materials and Services  
 #RPW2563KMR.pdf

Upload your submission proposal package. Title the document: RFP Proposal - (Supplier name)

### Corporate Resolution Form

Corporate\_Resolution Signed .pdf

Upload completed Corporate Resolution Form OR attach your company's corporate resolution form or document(s).  
 Title the document: Corporate Resolution - (Supplier name)

### Form 3A

Form 3A Davey Company 2025-  
 02-28 11.21.39.pdf

Upload completed Form 3A, if applicable. Title the document: Form 3A - (Supplier name)

### Reference Forms

Cape Coral - Davey References  
 City of Naples Naples Zoo 3-  
 18-.25.pdf

Upload completed reference forms. Title the document: Reference Forms - (Supplier name)

### Certificate of Insurance

Davey Tree COI 2024-2025 For  
 Info Only Expert (2).pdf

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS: Contractor acknowledges to provide proof of Minimum Insurance Requirements as stated under the "Attachments" Tab. Certificate of Insurance to be provided prior to contract execution and approved by the City before the commencement of any work activities. Title the document: COI - (Supplier name)

### Business Licenses and Business Tax Receipts

Davey Company Cape Coral  
 Licenses Business Tax Etc.pdf

Upload copies of all business licenses and business tax receipts as required by the solicitation. Title the document: Licenses & BTR's - (Supplier name)

### Division of Corporations

Division of Corporations Davey  
 Tree.pdf

Upload copy of your registration from the website www.sunbiz.org. Title the document: Division of Corporations - (Supplier name)

**E-Verify Memorandum of Understanding (MOU)**

E-Verify The Davey Tree Expert  
Company 20150219-three  
signatures.pdf

Provide completed and returned MOU from E-Verify with submittal. Title the Document: E-Verify MOU - (Supplier name)

**Immigration Affidavit Certification**

HuberDavey - Immigration  
Affidavit.pdf

Provide the completed, signed and notarized Immigration Affidavit Form with submittal. Title the document:  
Immigration Affidavit - (Supplier name)

**Human Trafficking Affidavit**

Human Trafficking Affidavit Davey  
Tree.pdf

Provide the completed, signed and notarized Human Trafficking Affidavit Form with submittal. Title the  
document: Human Trafficking Affidavit - (Supplier name)

**Certified Minority Business**

Minority Business - Davey Tree is  
not minority business.pdf

Upload documents to verify the classification being claimed, if applicable Title it: Minority Business Form - (Supplier  
name)

**Bid Attributes****1 Taxpayer Identification Number (FEIN or Social Security #)**

Please provide the Federal Employer Identification Number or Social Security Number of entity.

[REDACTED]

**2 Terms and Conditions - RFP**

Download the Terms and Conditions document on the "Attachments" tab. Review and indicate below:

☒ I have downloaded, read and agree.

**3 Specifications and Requirements**

Please download the Specifications and Requirements located in the "Attachments" tab.

☒ I have downloaded, read and agree.

**4 State of Florida, Division of Corporations**

Please submit a copy of your registration and the corresponding document number from the website [www.sunbiz.org](http://www.sunbiz.org) establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations.

Indicate the document is attached and you can add any notes as required.

801672

**5 Collusion Statement**

The undersigned Bidder/Proposer affirms that the proposal/bid is genuine and not collusive or sham; that the bidder/proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder/proposer, or to fix overhead, profit or cost element of said bid price, or that of any other bidder/proposer, or to secure any advantage against the City of Cape Coral of any person interested in the proposed contract; and that all statements in said proposal or bid are true.

☒ I Agree

**6 Scrutinized Companies Certification**

Pursuant to 287.135 Florida Statute, s. 215.4725 and s. 215.473, A Company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency (state) or local governmental entity for goods or services of:

a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

b. One Million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the Company:

1. Is on the scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473; or

2. Is engaged in business operations in Cuba or Syria.

☒ I Agree

**7 Public Entity Crimes Act**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

☒ I Agree

**8 Discriminatory Vendor List**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

☒ I Agree

**9 Form 3A - Interest in Competitive Bid for Public Business**

Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), FL § (1983)) to be completed and returned with solicitation response. It is the bidder/proposer's responsibility to disclose this relationship, failure to do so could result in being declared non- responsive.

Form 3A can be found in the "Attachments" tab, if needed.

1  
0**Corporate Resolution**

The corporate resolution form is utilized to provide names of individuals that are legally authorized to execute agreements on behalf of the corporation, company, partnership, joint venture or entity. This may include signing of bid documents, contracts, forms, and agreements. The corporate resolution form includes the name of individuals, with their signatures and their official title with the entity submitting a bid or proposal.

Proposers must provide either the corporate resolution form (see Attachment Library) or the company's official letterhead, indicating the authority of the individuals who may sign and legally bind the company in proposals, bids, contracts, and agreements. The authorized individuals name(s) should be shown on the corporate resolution or letterhead with their typewritten name, their official title and actual signatures shown beside their name. The document should be signed and dated by an authorized agent of the company. The document should include the company's official address and phone number. If the primary qualifying agent is not the owner, an officer, a member, a joint venture managing partner, etc., describe the relationship to the company and provide proof of such relationship and/or license use agreement.

The City's form can be found in the "Attachments" tab, if needed.

☐ I am submitting the company's corporate document.

1  
1**Drug Free Workplace**

Florida Statutes Section 112.0455 is the "Drug-Free Workplace Act". The purpose of the Act is:

(a) promote the goal of a drug-free workplace within government through fair and reasonable drug-testing methods for the protection of public employees and employers.

(b) Encourage employers to provide employees who have drug use problems with an opportunity to participate in an employee assistance program or an alcohol and drug rehabilitation program.

(c) Provide for confidentiality of testing results.

☒ I Agree

1  
2**Reference Survey Forms**

Submit three (3) completed Reference Survey Forms for past projects completed within the past year, preferably of projects of similar scope and size. The City reserves the right to contact these references.

The Reference Survey Form can be found in the "Attachments" tab.

☒ I have attached completed reference form(s).

1  
3**Insurance Requirements**

See attached Minimum Insurance Requirements form for information relative to insurance requirements, found in the "Attachments" tab.

Without limiting its liability under this Invitation to Bid, the awarded bidder(s) shall procure and continuously maintain, without interruption, at its own expense, insurance specified on the enclosed form.

Neither approval nor failure to disapprove the insurance furnished by awarded bidder to the City shall relieve the awarded bidder of the awarded bidder's full responsibility to provide insurance, as required by this contract. The awarded bidder shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; included any and all option years that may be granted to that awarded bidder. The certificate of insurance shall contain the provision that the City be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the awarded bidder shall be responsible for submitting new or renewed certificates of insurance to the City at a minimum of fifteen (15) calendar days in advance of such expiration.

By submitting a response to the solicitation, respondent is agreeing to meet the insurance requirements of the project, which are subject to change.

**ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS:**

Contractor acknowledges to provide proof of Minimum Insurance Requirements as stated under the "Attachments" Tab. Certificate of Insurance to be provided prior to contract execution and approved by the City before the commencement of any work activities.

☒ I Acknowledge and Agree



1  
4**Deviations from Specifications**

Proposer shall clearly indicate all areas in which the items the proposer does not fully comply with the requirements of this specification. The decision as to whether an item fully complies with the stated requirements rests solely with the City of Cape Coral.

Please indicate all deviations.

No response

1  
5**Designated Contact**

Provide a primary contact that will be available during normal work hours by phone or in person and knowledgeable of all terms of the contract.

List the name, title, phone #, and email address for the primary contact below.

Richard Close, Regional Business Developer, 267-235-2510; richard.close@davey.com

1  
6**Proposals to Remain Effective**

Proposals shall be effective for 120 days from Proposal Opening Date, and thereafter if accepted by the City for the term designated in this proposal. By submitting a proposal you are in agreement with this timeframe.

1  
7**Contract Term**

The Term of the Contract shall be for three (3) with the option for two (2) additional one-year periods if mutually agreed upon.

☒ I Acknowledge and Agree

1  
8**License Requirement**

It is required that the proposer hold a valid license through the State of Florida, have a local competency license and also be registered in the City of Cape Coral.

Proposer will attach copies of the documents as proof of qualifications.

☒ I Acknowledge, Agree and Attached Documents.

1  
9**City Employees**

Does your company employ any City of Cape Coral employees? Please indicate "Yes" or "No". If "Yes", note the employees name, department and division.

no

2  
0**Electronic Funds Transfer (EFT"S)**

**Payments by Electronic Funds Transfer:** All payments made by the City of Cape Coral, Florida will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer. The form may be accessed on the City of Cape Coral website at:

<https://cms4files.revize.com/capecoralfl/Procurement/VENDOR%20EFT%20AUTHORIZATION%20-%20Updated%20Jan%202024.pdf>

- Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information.

The link below will take you to the City of Cape Coral vendor Registration Page:

[https://www.capecoral.gov/departments/financial\\_services/procurement/vendor\\_registration.php](https://www.capecoral.gov/departments/financial_services/procurement/vendor_registration.php)

- Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become register vendors and have the EFT payment form in place prior to the award of any contract.

☒ I Acknowledge

2  
1**E-Verify**

As a condition precedent to entering into this CONTRACT and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The website for E-Verify is <https://e-verify.gov>.

**NOTE: Response to this Solicitation must include E-Verify Memorandum of Understanding (MOU) Verification document. Upload the E-Verify MOU document under the Response Attachment Tab.**

**PUBLIC AGENCY CONTRACTING**

**(a)** A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**(b)** If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

**(c)1.** A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

**2.** A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

**3.** A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

**(d)** A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

☒ I Acknowledge and Agree

2  
2**Immigration Affidavit Certification**

Every contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

Complete the Immigration Affidavit Certification Form found under the Attachments Tab and upload the completed Notarized form under the Response Attachments Tab.

☒ I Acknowledge and Agree

2  
3**ARTICLE VII: Purchase and Sale of Real and Personal Property: CONE OF SILENCE**

**In accordance with Article VII, Division 1, Section 2-151 (k) of the City of Cape Coral Ordinance.**

**The Cone of Silence prohibits any communication regarding a particular RFP, RFQ or bid solicitation after they have been advertised. This Cone of Silence is designed to protect the professional integrity of the procurement**

process by shielding it  
from undue influences prior to the recommendation of contract award.

§ 2-151

(k) **Cone of Silence.**

(1) Prohibited communication. Except as set forth in subsection (4) below, during a Competitive Solicitation, a cone of silence shall be in effect between:

- a. Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to, or are currently being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative; and
- b. Any City Council member, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Council or the City Manager to evaluate, select, or make a recommendation to the City Council or the City Manager regarding a Competitive Solicitation.

(2) Effective dates. A cone of silence shall begin and shall end for Competitive Solicitations as follows:

- a. A cone of silence shall be in effect during a competitive solicitation process beginning upon the advertisement for the Competitive Solicitation, upon the receipt of an unsolicited proposal, or during such other procurement activities as declared by the City Council.
- b. The cone of silence shall terminate when either a contract is finally approved, a protest is filed pursuant to section 2-150, or the city rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation process.

(3) Notice. When the cone of silence becomes effective for a particular Competitive Solicitation, the City Manager or designee shall provide notice of the cone of silence to the City Council. The solicitation document for the goods or services shall generally disclose the requirements of this section.

(4) Permitted communication.

- a. The cone of silence shall not apply to written or oral communications to the Procurement Manager, Procurement Manager's designee or to the City Attorney's Office.
- b. Nothing contained in this section shall prohibit any person or entity subject to this section from:
  1. Making public presentations at pre-bid conferences or at a selection or negotiation meeting related to the competitive selection.
  2. Engaging in contract negotiations with the entity selected to negotiate the terms of the contract or with the City Council during a public meeting.
  3. Making a presentation to the City Council or the selection advisory committee related to the competitive solicitation.
  4. Communicating with the person or persons designated in the competitive solicitation as the contact person for clarification or information related to the competitive solicitation. The contact person shall not be a member of the selection/evaluation committee, or the person designated to negotiate the agreement.
  5. Communicating with the city attorney or purchasing and contract administration staff in writing as provided in subsection (c) below.

(5) Violations. Any action in violation of this section may be immediate disqualification of the Competitive Solicitation or shall result in the disqualification of the vendor.

(6) Exceptions. The cone of silence shall not apply to a competitive process which seeks to enter into a contract or award of money to

- perform governmental, or quasi-governmental, social or human services primarily for charitable, benevolent, humanitarian,
- or other philanthropic purposes, such as the award of grants or support assistance to organized nonprofit entities that
- promote or assist with the care, education, health, standard of living, or general welfare of people in the City of Cape Coral,
- or that promote or assist community or neighborhood enhancements.

(Ord. 25-95, 6-12-1995; Ord. 68-07, 7-23-2007; Ord. 25-23 , § 1, 4-5-2023)

☒ I Understand and Agree

## 2 4 **Human Trafficking**

Pursuant to Florida Statute 787.06, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in F.S. 787.06.

Download the Human Trafficking Affidavit from the Attachments Tab and upload the completed Affidavit in the Response Attachment Tab.

☒ I Acknowledge and Agree

## 2 5 **FEMA Compliance**

Download the FEMA Compliance 1.15.2025 Document on the "Attachments" Tab. Review and indicate below:

☒ I have Downloaded, Read and Agree

## 2 6 **Certified Minority Business**

A certified minority business enterprise is defined by Florida Small and Minority Business Assistance Act of 1985. If applicable, the primary proposing firm should submit the Certified Minority Business (MBE -Minority Business Enterprise/WBE -Women Business Enterprise/SBE -Small Business Enterprise) certification documentation.

During the vendor registration process, you will select all applicable classifications and provide supporting documents. For this solicitation, we will only consider those classifications of the prime firm submitting the proposal.

Are you claiming this preference? If so, please indicate below which classification and attach the applicable **State of Florida certification** document in the "Response Attachments" tab.

no

**THE DAVEY TREE EXPERT COMPANY -  
LICENSES, BUSINESS TAX INFO,  
PERSONNEL CERTIFICATIONS**



**Collier County  
Board of County Commissioners  
Certificate of Competency**

Collier County \* City of Marco \* City of Naples \* City of Everglades

Issued Date: 09/16/2020

**Company:** THE DAVEY TREE EXPERT COMPANY  
**Address:** 5515 YAHL STREET UNIT A  
NAPLES, FL 34109  
**Telephone:** (239) 403-9665  
**Qualifier:** WILAND, RICHARD B.  
**License #:** C34090  
**Issuance #:** 201500001462  
**Classification:** LANDSCAPING RESTRICTED CONTR.  
**Valid Thru:** 09/30/2021  
**State License #:**  
**State Valid Thru:**

It is the Qualifier's responsibility to keep current all records with Collier County.

This shall include insurance certificates and/or contact information.

Always verify licenses online at <https://CVPortal.CollierCountyFL.Gov/>

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



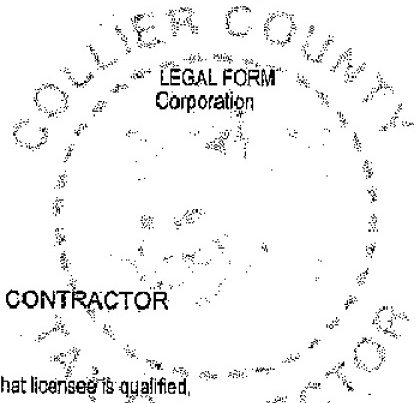


**COLLIER COUNTY BUSINESS TAX**  
**COLLIER COUNTY TAX COLLECTOR - 2800 N. HORSESHOE DRIVE - NAPLES FLORIDA 34104 - (239) 252-2477**  
 VISIT OUR WEBSITE AT: [www.colliertax.com](http://www.colliertax.com)  
 THIS RECEIPT EXPIRES SEPTEMBER 30, 2021

**BUSINESS TAX NUMBER: 160403**

LOCATION: 5515 YABL STREET UNIT A  
 ZONED: INDUSTRIAL  
 BUSINESS PHONE: 403-9666  
 STATE OR COUNTY LIC #: 2015-1462

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



**THE DAVEY TREE EXPERT COMPANY**

WILAND, RICH  
 P O BOX 5193  
 KENT, OH 442405193

**11-20 EMPLOYEES**

CLASSIFICATION: LANDSCAPING RESTRICTED CONTRACTOR

CLASSIFICATION CODE: 02102601

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 any other taxes or permits that may be required by law.

-THIS TAX IS NON-REFUNDABLE-

DATE 08/06/2020  
 AMOUNT 56.00  
 RECEIPT WWW-21-00082391

*Larry R. King*


# INTERNATIONAL SOCIETY OF ARBORICULTURE

## BOARD CERTIFIED MASTER ARBORIST™

*Ahmed Ali*

Having successfully completed the requirements set by the  
 International Society of Arboriculture, the above named  
 is hereby recognized as an ISA Board Certified Master Arborist®



  
 Kevin Martlage  
 Director of Credentialing  
 International Society of Arboriculture

  
 Caitlyn Pollihan  
 Executive Director  
 International Society of Arboriculture

FL-0831B  
 Certification Number

27 May 2009  
 Certified Since

30 Jun 2021  
 Expiration Date



## The International Society of Arboriculture

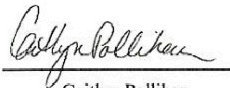
Hereby Announces That

*Richard B. Wiland*

Has Earned the Credential

**ISA Certified Arborist ®**

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

  
 Caitlyn Pollihan  
 CEO & Executive Director

6 July 2011

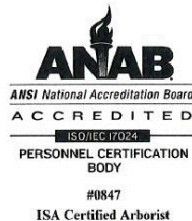
31 December 2023

FL-6320A

Issue Date

Expiration Date

Certification Number

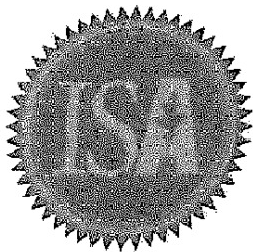


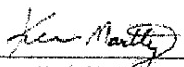
# INTERNATIONAL SOCIETY OF ARBORICULTURE


## CERTIFIED ARBORIST™

### *Todd Anthony Loukides*

Having successfully completed the requirements set by the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®



  
 Kevin Martlage  
 Director of Credentialing  
 International Society of Arboriculture

  
 Caitlyn Pollhan  
 Executive Director  
 International Society of Arboriculture

FL-9325A  
 Certification Number

2 Jan 2018  
 Certified Since

30 Jun 2021  
 Expiration Date



#0847  
 ISO/IEC 17024  
 Personnel Certification Program  
 ISA Certified Arborist®

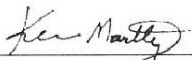
# INTERNATIONAL SOCIETY OF ARBORICULTURE

## CERTIFIED ARBORIST™

*Albert Ethan Jaques*

Having successfully completed the requirements set by the  
 International Society of Arboriculture, the above named  
 is hereby recognized as an ISA Certified Arborist®



  
 Kevin Martine  
 Director of Credentialing  
 International Society of Arboriculture

FL-9417A  
 Certification Number

  
 Caitlyn Pollihan  
 Executive Director  
 International Society of Arboriculture

5 Nov 2018  
 Certified Since

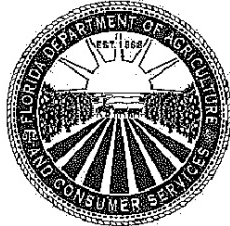
31 Dec 2021  
 Expiration Date



#0847  
 ISO/IEC 17024  
 Personnel Certification Program  
 ISA Certified Arborist®



State of



Florida

Department of Agriculture and Consumer Services  
 Bureau of Licensing and Enforcement

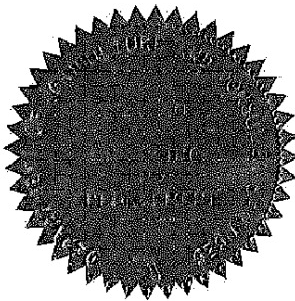
# **CERTIFIED PEST CONTROL OPERATOR**

Number: JF277263

RICHARD WILAND

*This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice*

*Lawn and Ornamental*



*in conformity with an Act of the Legislature of the State of Florida regulating the  
 practice of Pest Control and imposing penalties for violations.*

*In Testimony Whereof, Witness this  
 signature at Tallahassee, Florida on September 25, 2018*

*Chief, Bureau of Licensing and Enforcement*

Adam H. Putnam  
 Commissioner of Agriculture

FDACS 13618.06/01



STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
January 31, 2019	LF219603	May 9, 2022

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER  
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF  
CHAPTER 482 FOR THE PERIOD EXPIRING: May 9, 2022

RICHARD WILAND  
9320 BRAMLEY TERR.  
FORT MYERS, FL 33967

*Nicole Fried*  
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA  
 Department of Agriculture and Consumer Services  
 BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
February 18, 2019	LF281674	February 15, 2023

**THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER  
 NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF  
 CHAPTER 482 FOR THE PERIOD EXPIRING: February 15, 2023**

ROBERT C ELLIS  
 THE DAVEY TREE EXPERT COMPANY  
 5515-A YAHL ST  
 NAPLES, FL 34109

*Nicole Gried*  
 NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA  
 Department of Agriculture and Consumer Services  
 BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
July 13, 2017	LF261406	July 12, 2021

**THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER  
 NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF  
 CHAPTER 482 FOR THE PERIOD EXPIRING: July 12, 2021**

TODD LOUKIDES  
 31 WICKLIFFE DR  
 NAPLES, FL 34110

*Adam H. Putnam*  
 ADAM H. PUTNAM, COMMISSIONER





GV34654-1

Certificate #

GV34654

Trainee ID =

**UF IFAS**  
 UNIVERSITY of FLORIDA

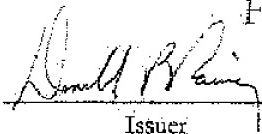
# Certificate of Training

## Best Management Practices

### Florida Green Industries

# Robert C. Ellis

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.



Issuer

M. Snyder

Instructor

2/5/2015

Date of Class



DEP Program Administrator

Not valid without seal





GV10617-1  
Certificate #

GV10617  
Trainee ID #

**UF** UNIVERSITY of  
FLORIDA  
IFAS Extension

## Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

**Richard Wiland**

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Donald P. Rainey  
Issuer

B. LaRoche  
Instructor

7/8/2010  
Date of Class

*Heather Ritchie*  
DEP Program Administrator

Not valid without seal



GV403233-1

Certificate #

GV403233

Trainee ID #

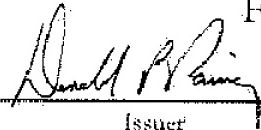
## Certificate of Training Best Management Practices Florida Green Industries

**UF IFAS**  
 UNIVERSITY OF FLORIDA

The undersigned hereby acknowledges that

### Todd A. Loukides

has successfully met all requirements necessary to be fully trained through  
the Green Industries Best Management Practices Program developed by the  
Florida Department of Environmental Protection with the University of  
Florida Institute of Food and Agricultural Sciences.



Issuer

C. Peralta M.

Instructor

6/6/2017

Date of Class



DFL Program Administrator

Not valid without seal



	<b>Certificate of Training</b> <b>Best Management Practices</b> <b>Florida Green Industries</b>		<b>UNIVERSITY OF</b> <b>FLORIDA</b> IFAS EXTENSION
<u>GV4424-1</u>			
Certificate #			
<u>GV4424</u>			
Trainee ID #	The undersigned hereby acknowledges that		
<b>Derek Harris</b>			
has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.			
<u>Dr. L.E. Trenholm</u>	<u>Brown</u>	<u>3/17/2009</u>	 DEP Program Administrator
Issuer	Instructor	Date of Class	
Not valid without seal			

# Certificate of Completion

**Ethan Jaques**

**Has Completed a Florida Department of  
Transportation Approved Temporary Traffic  
Control (TTC) Intermediate Course.**

**05/25/2023**

Date Expires

**209**

FDOT Provider #

**Michael Stone**

Instructor

**51728**

Certificate #



Southwest Florida Safety Council  
1714 Evans Avenue  
Fort Myers, FL 33901  
[www.swflsc.com](http://www.swflsc.com)  
[samantha@swflsc.com](mailto:samantha@swflsc.com)



For more information about Temporary Traffic  
Control (TTC) or to verify this certificate  
[www.motadmin.com](http://www.motadmin.com)

# Certificate of Completion

**Christopher A. Lohmann**

**Has Completed a Florida Department of  
Transportation Approved Temporary Traffic  
Control (TTC) Intermediate Course.**

**10/25/2023**

Date Expires

**209**

FDOT Provider #

**Michael Stone**

Instructor

**56714**

Certificate #



Southwest Florida Safety Council  
1714 Evans Avenue  
Fort Myers, FL 33901  
[www.swflsc.com](http://www.swflsc.com)  
[glennb@swflsc.com](mailto:glennb@swflsc.com)



For more information about Temporary Traffic  
Control (TTC) or to verify this certificate

[www.motadmin.com](http://www.motadmin.com)

# Certificate of Completion

**Frank D. Jaques**

**Has Completed a Florida Department of  
Transportation Approved Temporary Traffic  
Control (TTC) Intermediate Course.**

**10/25/2023**

Date Expires

**209**

FDOT Provider #

**Michael Stone**

Instructor

**56705**

Certificate #



Southwest Florida Safety Council  
1714 Evans Avenue  
Fort Myers, FL 33901  
[www.swflsc.com](http://www.swflsc.com)  
[glennb@swflsc.com](mailto:glennb@swflsc.com)



For more information about Temporary Traffic  
Control (TTC) or to verify this certificate  
[www.motadmin.com](http://www.motadmin.com)

# Certificate of Completion

**DOMINIC DIBLASIO**

**Has Completed a Florida Department of  
Transportation Approved Temporary Traffic  
Control (TTC) Intermediate Course.**

**03/05/2025**

Date Expires

**209**

FDOT Provider #

**Michael Stone**

Instructor

**71008**

Certificate #



Southwest Florida Safety Council  
 1714 Evans Avenue  
 Fort Myers, FL 33901  
[www.swflsc.com](http://www.swflsc.com)  
[glennb@swflsc.com](mailto:glennb@swflsc.com)



For more information about Temporary Traffic  
Control (TTC) or to verify this certificate  
[www.motadmin.com](http://www.motadmin.com)



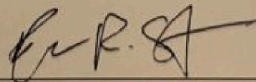


The Florida Nursery, Growers & Landscape Association  
*Confers on*

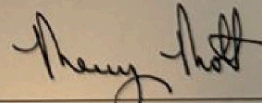
**Jacob Ripp**  
**H11364**

*The Title of*  
**FNGLA Certified Horticulture Professional (FCHP)**

Expiration Date: 12/31/2026  
Certified Since: 11/22/2017



Eric Smith, FNGLA President



Merry Mott, FNGLA Certification Director





## Team Bios

### Mark Svozil

#### Vice President and General Manager

Getting things done is one thing; making an impact is another. Regardless, Mark is a master at both. With responsibility for employee engagement and customer loyalty, Mark's attention to detail ensures that Davey consistently exceeds both employee and customer expectations. Since his start at Davey in 1992, Mark has been a go-to resource for proactive green industry solutions. In addition to managing the day-to-day operations for Davey's entire Commercial Landscape division, Mark is a member of these professional associations: SIMA, NALP and ISA.

### John Wright

#### Vice President - CLS Operations

John's career started in 1993 when he joined Davey as a Landscape Crew Leader in the Washington DC RC office. In 1991 he was promoted to Landscape Management Coordinator. In 2000 he was named Assistant District Manager for the RC Tree Care Office and soon followed up with a transition over to the CLS Service Line as Branch Manager the following year in the newly formed Montgomery County CLS Office. In 2013 John received another Promotion to Regional Manager after many years of success running his operation. John's background with RC and CLS has helped him become a Solutions Driven Leader in the Mid-Atlantic Region. John is a 1991 DITS Graduate, a 2001 Sales Training Graduate and a 2009-2011 Member of the Presidents Council.

## **Jason Bassler**

### **Southern Regional Manager**

On the job, for his customers, or as part of his commitment to protecting green industry standards, Jason likes to do things right. Why, you could practically label him “fanatical,” and he’d hardly mind. His dedication to accuracy, honesty, hard work and customer service is virtually unmatched. As regional manager for Davey’s Southern region, Jason is responsible for ensuring all current and potential customers’ needs are met. Safety is never overlooked. In fact, daily stretches and job briefings provide details to achieve our customers’ expectations in a safe manner.

## **Vito Monteleone**

### **Florida Operations Manager**

With 37 years in the Landscape industry, I have been known to have an eye for detail. Always strive for 100% Client satisfaction by listening to the needs and providing the best solution to fit any budget. Over the years, I have led by example and coached staff to be the best landscape professionals.

The Motto of “A great culture creates a great product.”

## **Roger Echols**

### **Branch Manager**

Roger is a U.S. Veteran with over 18 years of landscape experience who joined Davey in 2014 as a trim crew member. Roger's efforts are always rooted in doing it right or not at all. Roger understands the ins and outs of what it takes to achieve true teamwork and genuine customer satisfaction. In addition to being among our hardest-working managers, his greatest quality is his honesty and integrity. Roger is also a Certified Temporary Traffic Controller (TTC). Roger has attended several meaningful training courses offered through The Davey Institute. Through his perspicuity and work ethic, Roger has since been promoted to branch manager.

Roger oversees the day-to-day operations, sales, and scheduling in his role.

## **Jeffrey Huber**

### **Business Developer**

With 17 years of experience in a wide range of landscaping jobs and projects under his belt, Jeffrey Huber brings forth an extensive amount of knowledge to his role as a business developer. In this role, Jeffrey pinpoints new business opportunities for Davey's commercial landscaping services in Florida. He also provides operational support and sales assistance for opportunities outside of his area of focus for Davey's other divisions.

## **Dr. A. D. Ali**

### **Manager of Special Projects Davey Institute**

The Davey Tree Expert Company Dr. Ali has over 35 years of experience in the Green Industry. He is a founding team member of Davey Global Consulting. For the past 23 years, he oversaw Davey's technical support programs in the US and Canada. Dr. Ali served as an Adjunct Professor at Florida Southwestern State College and at Hodges University in Ft. Myers, FL. Dr. Ali is an Entomologist by training. He received his BS in Entomology and MS in Plant Protection and Pest Management from the University of California at Davis and his Ph.D. in Entomology from Louisiana State University. He is a Board-Certified Master Arborist, TRAQ qualified, and served on the Board of Directors and as President of the Florida Chapter, of the International Society of Arboriculture. Dr. Ali has written a book on Pest Management in Landscape. In addition, he has presented 130 scientific and training seminars, attended 135 conferences, symposia, and workshops, and authored more than 300 scientific and trade-oriented articles.

## **MANUEL R. NASSAR**

### **Technical Advisor for The Davey Institute**

Manny has 33 years of experience in the landscape and arboriculture industry. Speak, read and write fluently in Spanish and the last 3 ½ years have been spent working for the Davey Institute as a Technical Advisor for CLS operations providing technical advice/support in Landscape Management Best Practices to all Davey Tree CLS offices in the southeast, southwest and western regions of the

United States. Also provide support to three residential offices in Florida, aiding with PHC programs and client arboriculture consultations. Certified Best Management Practices (State of Florida), International Society of Arboriculture - Certified Arborist, International Society of Arboriculture – TRAQ, FNGLA – Certified Horticultural Professional and Florida Certified Pest Control Operator.

## **MARK JACKSON**

### **Water Management Consultant**

Mark Jackson has spent his 40-year career in the Green Industry with the last 23 at Davey Tree. As Water Management Consultant for the Davey Institute, Mark leads the team with integrity, character, and vision while promoting business-minded solutions, all-out teamwork and strategic partnerships for clients who desire efficient watering. Mark holds a B.S. in Crop and Soil Science from Michigan State University.

## **Rich Wiland**

### **District Manager**

Began working with Davey Tree in 2009 and have held the position of Trimmer, Plant Health Care, Sales Arborist and currently District Manager of the Naples office. Also, he has 7 years of Green Industry experience prior to Davey Tree. Attended Kent State University. 2010 Graduate of The Davey Institute of Horticultural Sciences, Davey's week-long program for advanced training on pests and diseases. 2014 Graduate of The Davey Institute of Tree Sciences (DITS) training course, DITS is Davey's month-long flagship training program. Outside of work, Rich enjoys family time, playing ice hockey and watching football.



## Equipment

Equipment - Davey has national partnerships with suppliers and have no issue getting new equipment when needed. Davey also purchases equipment and has two storage facilities that they ship to local offices.

### DAVEY'S BUYING POWER

- Priority Service From Leading Suppliers
- National Pricing
- Consignment Containers Dedicated To A Locations Needs
- Equipment On Hand For Growth



**JOHN DEERE**

**STIHL**



**Cub Cadet**

# TEAM MANAGEMENT & ABILITY TO COMPLETE WORK

Management Structure - See Org Chart

Office - The office is located in Naples but depending on the size and scope of the project a local yard could be acquired for project.

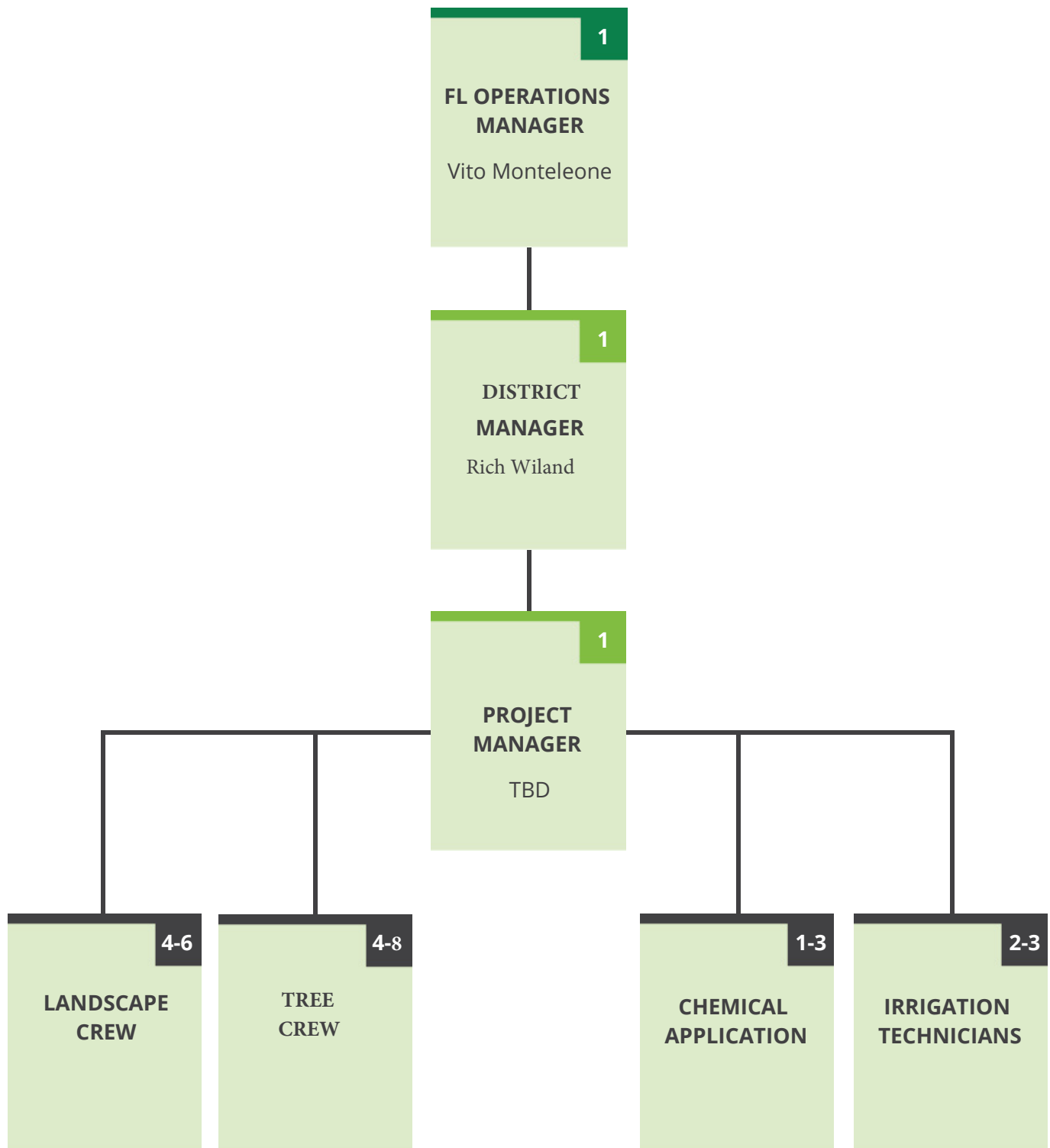
Staffing - Key personnel are current Davey employees and the labor force will be a combination of current employees and new hires.

Equipment - Davey has national partnerships with suppliers and have no issue getting new equipment when needed. Davey also purchases equipment and has two storage facilities that they ship to local offices.

Workload - The local offices have a stable work load as most of our clients have been with us for 5 years + and we are always looking to grow. This would be a dedicated team for this project depending on size.



# ORG. CHART



# REFERENCES

## City of Naples

Heather Shields

239-213-7136

HShields@Naplesgov.com

## Lee County BOCC

Randy Harris

239-707-2481

RHarris@leegov.com

## Naples Zoo at Caribbean Gardens

Danielle Green

239-262-5409 x148

DGreen@napleszoo.com

## Ave Maria

Donny Diaz

[DDiaz@Brroncollier.com](mailto:DDiaz@Brroncollier.com)

239-944-6865

## Latitude at Margaritaville

Jeff Appleford

386-212-2056

Jeff.Appleford@Fsresidential.com





CITY OF CAPE CORAL  
FINANCIAL SERVICES DEPARTMENT  
PO BOX 150027  
CAPE CORAL, FL 33915-0027

## REQUEST FOR PROPOSALS

### PROVIDE LANDSCAPE MATERIALS AND SERVICES

**RPW2563KMR**

**REQUEST FOR PROPOSALS ARE TO BE SUBMITTED ELECTRONICALLY  
THROUGH ION WAVE NO LATER THAN:**

3:00 PM EASTERN TIME (ET) ON MARCH 25, 2025, AT  
<https://capecoral.ionwave.net>

**NO QUESTIONS WILL BE ACCEPTED AFTER: 2:00 PM ET ON MARCH 5, 2025,** all questions  
must be submitted through Ion Wave at <https://capecoral.ionwave.net> and received by stated  
time.

**PROCUREMENT CONTACT:**

**Name:** Kelsey Reed  
**Title:** Procurement Specialist  
**Phone:** 239-574-0841  
**Email:** [kreed@capecoral.gov](mailto:kreed@capecoral.gov)



## TABLE OF CONTENTS

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Provide Landscape Materials and Services

Project #RPW2563KMR

**CITY OF CAPE CORAL  
LEGAL NOTICE  
REQUEST FOR PROPOSAL**

The City of Cape Coral, Florida, is seeking proposals for PROVIDE LANDSCAPE MATERIALS AND SERVICES, in accordance with RPW2563KMR, in the State of Florida. A copy of the Request for Proposal (RFP) Documents may be obtained online at <https://capecoral.ionwave.net>. Simply Create a User Login by completing the Supplier Registration.

**This Competitive Solicitation closes at 3:00 PM (ET), MARCH 25, 2025.** The time indicated on the Ion Wave System is considered the official time. Once the Closing Date and "Time Left" count down has expired, Ion Wave will no longer permit proposals to be submitted. It is the responsibility of the Supplier to ensure all proposals are submitted on time, through the Ion Wave System, by the Closing Deadline.

The City reserves the right to reject any or all proposals, award in whole or in part and to waive any irregularities or informalities when in the best interest of the citizens of the City of Cape Coral.

**The Legal Entity Name of proposer must be provided on the proposal submittal and all proposal form documents that are being submitted for the proposed goods or services requested in this solicitation. The Legal Entity Name will be used when creating the proposed goods or services contract between the Awarded Firm and the City.**

Pursuant to Florida State Statute 119.071 (2) Sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

**All proposals are to be submitted through the Ion Wave System at the following link:**

<https://capecoral.ionwave.net>

By Order of the City Manager

Kimberly Bruns, City Clerk

Advertise: FEBRUARY 19, 2025



## INTRODUCTION

The City of Cape Coral was incorporated in 1970 and operates under the Council/City Manager form of government. The City Council has eight members consisting of the mayor and seven members all elected at large on a nonpartisan basis. City Council is responsible for all policy-making functions of the government and retains the services of a City Attorney, City Auditor and City Manager. The City Manager is responsible for all administration of the City, which provides a comprehensive range of municipal services including general government, public safety, community services, public works, planning, utilities, and parks and recreation.

Cape Coral is the 8th largest city by population and the 3rd largest by land mass in Florida. Cape Coral currently has a population of more than 200,000 residents and is experiencing high growth. As a pre-platted community, Cape Coral could have more than 360,000 residents at buildout. The city has a sub-tropical lifestyle with thousands of waterfront residential properties on almost 400 miles of canals. About two-thirds of these canals provide boaters with direct access to the Gulf of Mexico.

## PART I: SCOPE OF WORK

### SECTION 1: PURPOSE

The City of Cape Coral is seeking proposals from qualified firms who wish to participate in a qualification pool that will be used to solicit various general and emergency landscape materials and services on an "as needed" basis as specified herein. All firms which meet or exceed the criteria established in the solicitation shall be placed on a qualification list that may be accessed by the City to obtain price proposals for various landscape materials and services.

The City intends to prequalify vendors as categorized below:

**1.1 General Landscape Materials and Services.** The City has various landscape maintenance contracts that provide routine landscape maintenance services to specific Cape Coral streetscapes, municipal facilities, and medians. However, from time to time there is a need to replace existing landscape or add landscaping to existing or new locations. The City's incumbent landscape maintenance contractors are not always the best equipped to provide the required landscape materials and/or services, due to quantity, size or species. Also, in the past, the lack of manpower and equipment availability have been concerns in response to emergency situations. Therefore, creating a pool of prequalified firms to be able to respond to supplemental landscaping needs, on an as-needed basis, is essential to the City.

General landscape services are defined as the performance of landscape services at various City of Cape Coral streetscapes, municipal facilities, and medians with the objective to maintain areas in vigorous, healthy, growing, safe, clean, and attractive condition throughout the year.

General landscape materials and services:

- purchase and delivery of ground cover plant material, trees, and palms;
- purchase, delivery, and installation of ground cover plant material, trees, and palms;
- purchase and delivery of planting supplies;
- watering;
- pruning;
- stump grinding;
- staking and guying; and
- tree removal services.

**1.2 Emergency Services.** Emergency Services are defined as work that is required in response to a natural or other disaster and shall be based on an as-needed basis.

Emergency landscape materials and services:





- tree and palm removal services;
- tree and palm pruning services;
- stump grinding;
- tree and palm staking and guying; and
- furnish and deliver landscape materials and supplies.

**1.3 Non-for-Profit Services** are defined as the performance of landscape services by organizations registered as a non-for-profit organization at various City of Cape Coral parks, greenspaces, municipal facilities, and medians with the objective to promote the expansion and sustainable maintenance of our urban forest and greenspaces.

Non-for-Profit services to include:

- purchase and delivery of ground cover plant material, trees, and palms;
- purchase, delivery, and installation of ground cover plant material, trees, and palms;
- purchase and delivery of planting supplies;
- watering;
- pruning;
- stump grinding;
- staking and guying; and
- tree removal services.

Interested contractors may submit a proposal indicating their intent to become prequalified. All contractors who meet or exceed the criteria established in this solicitation shall be placed on a qualification list. City departments may access this list to obtain price quotations from contractors for the category of goods or services (See 1.1 and 1.2 above) required for general or emergency landscape materials and services.

Firms must specify which categories they are requesting to be prequalified for as part of the Pre-qualification Process. Firms are not required to participate in all categories to be considered part of the prequalified pool. However, a firm may only participate in the category for which it has been prequalified.

Successful contractors awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the requested specifications. Firms' past performance with the City, if applicable, may be used in the evaluation process in determining recommendation for award.

**The prequalified status remains valid for a duration of three (3) years from the date of issuance of the Notice of Pre-qualification by the City with the option of two one-year renewals. However, it's essential to note that the City reserves the right to verify compliance with the requirements outlined herein at any point in time. In cases where there are significant changes in qualification status or documented poor performance, the City reserves the right to nullify and void the qualification status of the firm(s).**

**ADDITIONAL PREQUALIFIED FIRMS TO BE ADDED TO POOL.** Annually, the City will conduct a review of all firms to assess whether a re-issuance of this RFP is necessary. Should a re-issuance be warranted, additional firms may be added and invited to join the established prequalified list of firms for the remainder of the contract period.

## **SECTION 2: SCOPE OF WORK**

Awarded firms shall be deemed to be prequalified to participate on general and/or emergency landscape materials and services as follows:

### **General Landscape Materials and Services**

General landscape materials and services are defined as the performance of landscape services and/or the sale of materials for various City of Cape Coral streetscapes, municipal facilities, and medians with the objective to maintain areas in vigorous, healthy, growing, safe, clean and attractive condition throughout the year.



Prequalified vendors in the General Landscape Materials and Services categories shall then be deemed to be prequalified to participate in subsequent Invitations to Quote (ITQ) as required by the City on either an as-needed or on a periodic basis. When such spot market purchases are initiated, the prequalified vendors shall be invited to offer pricing for a specific individual purchase or a specific purchasing period.

The City may provide a general scope; however, the awarded vendor may provide a written scope of work to the City as part of its proposal. Once the project's scope is agreed to, the City will issue a purchase order with the estimate referenced as an attachment along with the bond and any other special provisions agreed to. If special terms and conditions other than those covered within this solicitation and awarded a contract are required, they will be included in the specific scope of work. They will be attached to the purchase order. Further, the purchase order shall take precedence over those in the base contract.

In determining the best contractor for the project, in addition to price, the following may be considered:

- (1) The ability and capacity of the firm to provide the requested plant materials.
- (2) Whether the firm can deliver the requested materials within the time specified, without delay or interference.
- (3) Whether the firm has the highest quality plant material (defined as Florida Fancy) in the quantities required.
- (4) The previous and existing compliance by the firm with laws and ordinances relating to the contract.
- (5) General and emergency pruning services shall require contractors have an ISA Certified Arborist on staff. Contractors will be ineligible for work that requires an ISA Certified Arborist if they do not have one on staff.

Firms that are pre-qualified will be notified of upcoming competitive solicitations (Quotations, Invitation-to-Bid and/or Request for Proposals) for work on the Purchase of Landscape Materials and Services as they become available.

### **Emergency Landscape Materials and Services**

Emergency Landscape Materials and Services are identified as those services or materials needed in response to a natural disaster or some other form of emergency. As a result, a schedule for emergency services cannot be determined until a need arises. Additionally, all applicable Federal Emergency Management Agency (FEMA) will apply under emergency service activation and must be adhered to.

Prequalified vendors in the General Landscape Services categories shall then be deemed to be prequalified to participate in subsequent Invitations to Quote (ITQ) as required by the City on either an as needed or a periodic basis. When such spot market purchases are initiated, the prequalified vendors shall be invited to offer pricing for a specific individual purchase or a specific purchasing period.

Upon notification by the City of Cape Coral, the Contractor will provide an immediate emergency response to remove obstructions. This will generally take place within 72 hours after a severe weather event. This includes the removal of trees and palms, on public property that are in danger of falling over, as well as pruning, staking, and guying salvageable trees and palms as instructed by City staff.

It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of force majeure that the City of Cape Coral, Florida shall receive a "First Priority" for any goods and services covered under any award resulting from this solicitation, including balance of line items as applicable. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the City. By virtue of submitting a response to this solicitation, the vendor agrees to provide all award-related goods and services to the City on a "first priority" under the emergency conditions noted above.

A City-issued purchase order shall serve as a "notice to proceed." The period for the completion of services will include mobilization, planning, weather, location, removal, and disposal. No additional claims may be made for delays due to these items. When the tasks have been completed, the awarded vendor shall notify the City and



have an authorized City representative inspect the work for acceptance under the scope and terms in the Purchase Order. The City will issue in writing any corrective actions that are required. Upon completing these items, the City will issue a completion notice, and final payment will be issued.

**SERVICE DELIVERY EXPECTATIONS.** The City places an emphasis on excellent customer service delivery and expects the prequalified firm to provide the best possible customer service to any and all awarded projects throughout the term of the contract. The prequalified firm's project manager is responsible for monitoring the customer service provided to City by prequalified firm's staff, sales and support teams, and employing, as necessary, corrective measures, to ensure that the prequalified firm will provide and maintain the highest quality of customer service possible during the completion of the project(s). Project-specific deliverables and expectations shall be defined on a project-by-project basis, as specified in each ITQ.

**VOLUME OF WORK TO BE RECEIVED BY FIRM. No promise of work is given or should be understood, as a result of a qualification.** The City reserves the right to purchase any goods and/or services awarded from any resulting agreement, or another governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

### **SECTION 3: SPECIAL CONDITIONS**

- 1. LICENSE/CERTIFICATION.** Prospective firm shall maintain in current status the adequate license or certification, to pull all permits necessary to successfully complete the work. Awarded vendor(s) shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract.
- 2. METHOD OF PAYMENT.** The City shall provide periodic payments for services rendered by the Contractor. For the City to provide payment, the Contractor shall submit a fully documented invoice within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a City representative has reviewed and approved the service.
- 3. GUARANTEE AGAINST DEFECTS.** The Contractor(s) shall, in addition to all other guarantees, be responsible for faulty labor and defective material within a period of one (1) year after the date of acceptance of labor and material by the City. Under this guarantee, the Contractor agrees to make good without delay, at its own expense, any failure of any part of the work after the City notifies the Contractor of such deficiencies in writing payment in full for the work does not constitute a waiver of guarantee.
- 4. CLEAN-UP.** All unusable materials and debris shall be removed from the site at the end of each workday and disposed of in an appropriate manner. Upon final completion, the Contractor(s) shall thoroughly clean up all areas, as mutually agreed with the City, where work was performed.
- 5. PERMIT COSTS.** The City will only reimburse the Contractor(s) for the cost of the permits. Proof of cost is required. The City will only reimburse for initial review and one resubmission. Costs associated with additional re-submissions will not be reimbursed. Contractor(s) shall not include permit fees on Cost Proposal. Permit costs will be charged to the City separately from the unit cost. All licenses required by municipality, governmental agency, or political subdivision shall be obtained by and paid for by the Contractor(s). Damages, penalties and/or fines imposed on the City or the Contractor(s) for failure to obtain required licenses or permits shall be borne by the Contractor(s).
- 6. BACKGROUND CHECKS/CONTRACTOR'S PERSONNEL.** The Contractor(s) shall conduct a full criminal background check at its own expense on each of its employees engaged in providing services under this ITB or any resulting Agreement prior to the commencement of said services. No Contractor employee shall be eligible to perform services, pursuant to this RFP or resulting Agreement if he or she:

- (1) has been convicted of or was placed in a pre-trial diversion program for any crime involving dishonesty or breach of trust; embezzlement; drug trafficking; forgery; burglary; robbery; theft; perjury; possession of stolen property; identity theft; fraud; money laundering; shoplifting; larceny; falsification of documents and/or;



- (2) has been convicted of any sex, weapons, or violent crime including but not limited to homicide; attempted homicide; rape; child molestation; extortion; terrorism or terrorist threats; kidnapping; assault; battery; and illegal weapon possession, sale or use. The Contractor(s) shall defend, indemnify, and hold the City, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of its failure to comply with this requirement.

Contractor(s) shall employ personnel competent to perform the work specified herein. The City reserves the right to request the removal of the Contractor's employee's from performing maintenance on the City's grounds where the employee's performance or actions are obviously detrimental to the program. Contractor's personnel must always wear photo identification.

**SAFETY MEASURES.** Awarded Contractor (s) shall take all precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor(s) shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standards practices, to protect workers, general public and existing structures from injury or damage.

## **PART II: SUBMISSION OF PROPOSALS**

It is imperative that the information submitted is precise, clear, and complete. All submittals are to be submitted through the Ion Wave website by uploading your Proposal and required attachments under the Response Attachments Tab. Submittals not conforming to this format may be disqualified from further consideration. All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Submittals which are substantially incomplete or lack key information may be rejected at the CITY's discretion.

Proposals should include the requirements listed below. Proposals submitted without meeting ALL the requirements may be considered non-responsive. Information submitted should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to present a clear understanding of this project and of similar past projects, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

Respondents shall include the following information in their proposals. All additional information that the Respondent believes is unique to a section and does not fit the established outline may be included at the end of each section under a subheading "Additional Information."

Firms shall submit their responses to this RFP via the electronic procurement portal, Ion Wave. The information listed in sections 1 through 8 below, shall be provided in the order detailed below, via uploading onto the Ion Wave website as one document, with the exception of Section 8, which will be provided in the Line Items Tab of Ion Wave solicitation. All other documents and information requested shall each be uploaded as separate documents.

The following information shall be provided in the order detailed: failure to provide any one part of this section without appropriate explanation may result in disqualification of your proposal.

### **1.0 Title Page (1 Page)**

List the Request for Proposal subject, the name of the firm, address, telephone number, email address, contact person, and date of submittal, and who has corporate authority to sign for the Firm.

### **2.0 Letter of Interest (2 Pages)**

Provide an introduction to your company and describe why the City of Cape Coral should select your firm(s) to perform the described work and what your commitment will be to perform the work in a timely and professional manner.



### **3.0 Table of contents (1 Page)**

Include a clear identification of the material included in the submittal by page number.

### **4.0 Firm Background & Experience (20 Points)**

- 4.1 Briefly introduce your Firm and/or Individual providing a summary of the administration, organization and staffing of your Firm and/or Individual, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the individuals who will undertake this engagement
- 4.2 Describe the organization, date founded, and ownership of your firm, staffing, history, and experience with clients of similar scope and size.
- 4.3 Provide a brief description of the Respondent's approach to provide the services requested in this RFP and the ability to perform the contract within the time specified.
- 4.4 Provide examples of standard operating procedures and industry standards the Respondent would provide for the services requested in this RFP.
- 4.5 Identify the Principal and Key Personnel of the firm to be assigned for the duration of the contract and personnel responsible for the contract administration. Include qualifications, certifications, licenses, and resumes of identified personnel. Contact information will be required for verification.
- 4.6 Indicate your firm meets the minimum requirement of being fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of their response to this Request for Qualifications. Should the Contractor not be fully licensed and certified, the Contractor's submittal will be rejected.
- 4.7 Identify the approximate percentage of the Work that will be performed by the Prime Firm (minimum 60%).

### **5.0 Qualification & Experience of Key Personnel/Team (20 Points)**

- 5.1 Identify the key lead staff and their qualifications, background and experience.
- 5.2 Identify team's overall experience and experience with municipality projects.
- 5.3 Include copies of licenses and/or certifications of Key Personnel and Team.

### **6.0 Understanding and Approach (15 Points)**

Provide a project understanding and approach for the Scope of Work. Include additional tasks that are not included in the Scope of Work that the Firm feels will add value to the project.

### **7.0 Qualification of the Firm or Team (20 Points)**

Provide qualifications to demonstrate the Firm or Team has a minimum experience of:

- 7.1 At least ten (10) years' experience providing landscape materials and services; (2) Years for Non-for-Profit services.
- 7.2 The project manager or primary contact with at least five (5) years' experience managing landscaping services, similar in complexity to the City of Cape Coral Project. Not needed for Non-for-Profit Services



7.3 Provide a list of currently active memberships to professional organizations within the Green Industry.

## 8.0 Team Management and Ability to Complete Work (15 Points)

- 8.1 Identify the overall management structure of the proposed team.
- 8.2 Identify the office from which the work will be primarily performed.
- 8.3 Demonstrate the staffing and equipment capacities to provide the services requested in the RFP.
- 8.4 Provide a list of tree planting and tree care equipment owned or available to the firm.
- 8.5 Provide information on your firm's current workload and how this project will fit into your workload and the techniques that are planned to assure project schedules will be met.

## 9.0 Prior Experience with similar work and References (10 Points)

- 9.1 Provide references from three (3) current governmental agencies, including the name of the agency, contact name, telephone, and email address. For Non-for-Profit agencies 1 Provide references from three (3) current agencies, including the name of the agency, contact name, telephone, and email address.
- 9.2 Provide a list of current public and private customers

The minimum information required for each reference shall be as required on the Reference Survey Form located in the Attachments Tab and as stated in the Reference Attribute in the Attribute Tab. CITY and/or their designee must be able to make contact with the reference.

## PART III: PROPOSAL SUBMISSION TIMELINE

### 1. Request for Proposal Timeline

The **anticipated** schedule for this RFP is as follows:

Event	Date
RFP Available	FEBRUARY 19, 2025
Deadline for RFP Questions	MARCH 5, 2025
Proposal Due Date	MARCH 25, 2025
Internal Evaluation Committee	TBD
Begin Contract Negotiations	TBD
Council Approval	TBD

### 2. Evaluation Criteria

Cost may not be the primary factor in the selection of a proposal.

The evaluation and selection of a firm will be performed by the Evaluation Team. The following represent the principal selection criteria which will be considered during the evaluation process.

- |   |           |
|---|-----------|
| 1) Firm Background & Experience                     | 20 points |
| 2) Qualification & Experience of Key Personnel/Team | 20 points |
| 3) Understanding and Approach                       | 15 points |





Provide Landscape Materials and Services

Project #RPW2563KMR

- |  |           |
|--|-----------|
| 4) Qualification of the Firm or Team                 | 20 points |
| 5) Team Management and Ability to Complete Work      | 15 points |
| 6) Prior Experience with similar work and References | 10 points |

The evaluation team may request the most qualified firms to make a presentation and be available for an interview or presentation. All expenses, including travel expenses for interviews shall be borne by the proposer.

Upon selection of the most qualified firm meeting the City's requirements, the City reserves the right to negotiate the price structure and will present a formal contract to the City Council for approval.

**Upon submission, all proposals become the property of the City and are subject to public records law.**

(End of Section)

## EXHIBIT 5

### MASTER SERVICE AGREEMENT #RPW2563KMR-E PROVIDE LANDSCAPE MATERIALS AND SERVICES

THIS MASTER SERVICE AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 ("Effective Date") between Tony's Lawn and Landscaping LLC. ("Contractor") and the City of Cape Coral, Florida ("City"). Contractor and City are also referred to as "party" and collectively as the "parties". Subject to and in consideration of the mutual promises, conditions, and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **APPROVED VENDOR.** Upon execution of this Agreement and compliance with its terms, City agrees that Contractor shall be added to City's list of approved vendors for providing Landscape Materials and Services.
2. **WORK AUTHORIZATION.** From time to time, City may request services from Contractor. For each occasion on which Contractor is willing to provide requested services, the parties will enter into a work authorization ("Work Authorization" or "WA") which will describe the services to be performed and the period for performance and which will be substantially in the form attached hereto as Exhibit A. Contractor must notify City within 5 days if it accepts a Work Authorization, rejects a Work Authorization or requires changes to a Work Authorization. City may reject any acceptance or request for changes that City receives after the Work Authorization Offer Period has expired. The "Work Authorization" will be governed by and subject to the terms and conditions of this Agreement. Agreements or stipulations in any Work Authorization that are contrary to any term of this Agreement shall be void, unless Contractor and City have expressly agreed in writing that such agreement or stipulation shall supersede the terms of this Agreement.
3. **CONTRACT TERM.** The term of this agreement shall be for three (3) years from the effective date. The contract may be renewed for two additional, one-year periods, upon mutual agreement by the CITY and the CONTRACTOR.
4. **LABOR, EQUIPMENT, MATERIALS, SUPPLIES AND SERVICES**
  - a. Upon receipt of a mutually agreeable Work Authorization, Contractor shall begin furnishing the services according to the specifications and requirements of this Agreement and the Work Authorization.
  - b. All services rendered by Contractor hereunder shall be performed in accordance with industry standards. All materials and equipment furnished by Contractor in the performance of services hereunder shall be free from defects. Any of the materials, equipment, or services found to be defective shall be at Contractor's sole discretion, either removed, replaced, or corrected by Contractor without additional cost to City. Contractor shall not be liable for claims arising from or relating to latent or unknown defects.
5. **PAYMENTS:** CITY shall make payment, and CONTRACTOR shall be in receipt of all sums properly invoiced within thirty (30) days of the City's receipt of such invoice. CITY shall pay contract amount of such invoice within such thirty (30) day period. If CITY shall give such notice to the CONTRACTOR within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the CONTRACTOR the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the CONTRACTOR shall promptly refund to the CITY the amount of such overpayment.

Payments by Electronic Funds Transfer: All payments made by the City of Cape Coral, Florida will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer form. The form may be accessed on the City of Cape Coral website at:

<https://cms4files.revize.com/capecoralfl/Procurement/VENDOR%20EFT%20AUTHORIZATION%20-%20Updated%20Jan%202024.pdf>

Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information. The link below will take you to the City of Cape Coral vendor Registration page:

[https://www.capecoral.gov/department/financial\\_services/procurement/vendor\\_registration.php](https://www.capecoral.gov/department/financial_services/procurement/vendor_registration.php)

Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become register vendors and have the EFT payment form in place prior to the award of any contract.

6. **INDEPENDENT CONTRACTOR.** Contractor shall be deemed an independent contractor with respect to any and all work performed under this Agreement and any Work Authorization. It is the express understanding and

intention of the parties that no relationship of master and servant or principal and agent shall exist between City and the employees, agents, or representatives of Contractor or between the Contractor and the employees, agents, or representatives of City, by virtue of this Agreement.

7. **INGRESS AND EGRESS.** City shall secure for Contractor rights of ingress and egress to the tract of land on which the work to be performed is located. City shall advise Contractor of any limitations or restrictions to ingress and egress, and Contractor, its employees, agents, or subcontractors shall abide by such limitations and restrictions.
8. **COMPLIANCE WITH LAWS.** City and Contractor each agree to comply with all laws, rules, and regulations applicable to this Agreement or the performance of work hereunder. If either party is required to pay any fine or penalty resulting from the other party's violation of such laws, rules or regulations, the party who committed the direct violation shall immediately reimburse the other for any such payment.
9. **FORCE MAJEURE.** Except for the duty to make payments hereunder when due, and the indemnification provisions under this Agreement, neither City nor Contractor shall be responsible to the other for any delay, damage, or failure caused by or occasioned by a Force Majeure Event. As used in this Agreement, "Force Majeure Event" shall mean: Any act of God, act of nature or the elements, terrorism, insurrection, revolution or civil strife, piracy, civil war or hostile action, labor strikes, acts of public enemies, federal or state laws, rules and regulations of any governmental authorities having jurisdiction over the premises, inability to procure material, equipment, or necessary labor in the open market, acute and unusual labor, material, or equipment shortages, or any other causes (except financial) beyond the control of either party. Delays due to any of the above causes shall not be deemed to be a breach of or failure to perform under this Agreement. Neither City nor Contractor shall be required against its will to adjust any labor or other similar dispute except in accordance with applicable law.
9. **INTELLECTUAL PROPERTY.** Contractor retains all intellectual property rights in any property invented or composed in the course of or incident to the performance of Contractor's work required under this Agreement. City acquires no right or interest in any such intellectual property, by virtue of this Agreement or the work performed under this Agreement.
10. **INSURANCE.**
  - a. At all times during the term of this Agreement, Contractor shall, at its own expense, maintain with an insurance company or companies authorized to do business in the state where the work is to be performed, or through a funded or state approved self-insurance program, insurance coverage of the kind and in the minimum amounts listed in Exhibit B, which Exhibit is attached and incorporated into this Agreement.
  - b. Upon advance written notice, Contractor shall provide additional amounts or kinds of insurance as may reasonably be deemed necessary by City from time to time in response to the ongoing nature of operations and changes in exposure to loss, but only to the extent the insurance is commercially available.
11. **DAMAGE LIABILITY.** The awarded CONTRACTOR shall be responsible for all claims filed for damage to private property, windows, screen enclosures, real estate signs, etc. Additionally, the CONTRACTOR shall be responsible for damage to all public property or utility property, fire hydrants, catch basins, guy wires telephone pedestals, etc. Copies of all damage claims shall be submitted to the Procurement Division.
12. **INDEMNITY**
  - a. Contractor agrees to protect, defend, indemnify and hold harmless City, its officers, directors, employees or their invitees, and any working interest owner or non-City for whom City is obligated to perform services, from and against all claims, demands, and causes of action of every kind and character without limit arising out of Contractor's or its subcontractors' performance or nonperformance of this Agreement, except for such as may be caused by the negligence of City, its agents or employees. Contractor's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City. If it is judicially determined that the monetary limits of the insurance required hereunder or of the indemnities voluntarily assumed in this Paragraph (which Contractor and City hereby agree will be supported either by available liability insurance under which the insurer has no right of subrogation against the indemnitees, or voluntarily self-insured, in part or whole) exceed the maximum limits permitted under applicable law, it is agreed that said insurance requirements or indemnities shall automatically be amended to conform to the maximum monetary limits permitted under such law.
  - b. City and Contractor each waive any right to special, indirect and consequential damages against the other party hereto.

13. **RECORD RETENTION.** The awarded CONTRACTOR shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City of Cape Coral reserves the right to determine the record-keeping method in the event of non-conformity. If a Public Construction Bond is required records shall be maintained for ten (10) years, after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

Records of the Contractor's personnel, sub-consultants, and the costs pertaining to the Project shall be kept in accordance with generally accepted accounting practices. Contractor shall keep full and detailed accounts and financial records pertaining to the provision of services for the City. Prior to commencing work, Contractor shall review with and obtain the City's approval of the accounting procedures and records to be utilized by the Contractor on the Project. Contractor shall preserve the aforementioned Project records for a period of ten (10) years after final payment, or for such longer period as may be required by law.

The failure of Contractor to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Contract and the CITY shall enforce the Default in accordance with the provisions set forth. If an audit inspection or examination in accordance with this article discloses overpricing or overcharges to the CITY (of any nature) by Contractor and/or sub-contractor(s) the CITY shall be entitled to adjustment and reimbursement or recovery in the amount of such overpricing or overcharging. If the amount of the overpricing or overcharging is determined to be more than One Hundred Thousand and No/100 Dollars (\$100,000.00), in addition to adjusting for the overcharges, the reasonable actual cost of the CITY's audit shall be reimbursed to the CITY by Contractor. Any adjustments and/or payments which must be made because of any such audit or inspection of Contractor's invoices and/or record shall be made within a reasonable amount of time (not to exceed thirty (30) calendar days) from presentation of the CITY's findings to Contractor. This provision survives the expiration of this Agreement.

14. **TERMINATION OF WORK.** City may, upon ten (10) days advance written notice, in its sole discretion, terminate work covered by any Work Authorization issued hereunder. In such event, Contractor shall be paid at the applicable rates stipulated in Contractor's Rate Schedule or Bid or as the parties otherwise agree, for services rendered up to the date of such termination.
15. **TERM; CANCELLATION.** This Agreement shall remain in effect until cancelled by either party hereto by giving the other party ten (10) days written notice. If work then being performed pursuant to this Agreement or any Work Authorization extends past such ten (10) day period, then the cancellation shall not be effective until that work is completed.
16. **NOTICE.** Unless otherwise specified in this Agreement or any Work Authorization, any notice required under this Agreement shall be in writing, addressed as follows:

If to Contractor:  
Tony Bruno  
Owner/CEO  
PO Box 152105  
Cape Coral, FL 33915  
Email: tonysfordlandscaping@yahoo.com

If to City:  
Procurement Division  
Attn: Kelsey Reed  
PO Box 150027  
Cape Coral, FL 33915  
Email: kreed@capecoral.gov

17. **E-VERIFY VALIDATION.** As a condition precedent to entering into this CONTRACT and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**Contractor must include E-Verify Memorandum of Understanding (MOU) Verification document.**

18. **NO WAIVER.** No waiver by either party of any of the terms, provisions or conditions of this Agreement shall be effective unless the waiver is in writing and signed by an authorized representative of both parties.
19. **ASSIGNMENT.** Neither party shall assign this Agreement, either in whole or in part, without the express prior written consent of the other party hereto. Any such attempted assignment shall be void.
20. **SEVERABILITY.** In the event any provision of this Agreement is inconsistent with or contrary to any applicable law, rule, or regulation, the provision shall be deemed to be modified to the extent required to comply with the law, rule, or regulation, and this Agreement, as so modified, shall continue in full force and effect.

21. **GOVERNING LAW.** The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract, each party shall be responsible for its own reasonable costs and attorney's fees. The Parties hereby waive their respective right, title, or interest to a trial of any disputed issues or facts by a jury.
22. **EXHIBITS.** The following Exhibits are attached hereto and made a part of this Agreement for all purposes:
- Exhibit A – Sample Work Authorization Form  
Exhibit B - Insurance Requirements  
Exhibit C – Contract Documents
23. **OTHER CONTRACTS.** Unless the parties have expressly agreed otherwise, this Agreement shall not apply to, and shall not alter, modify or supersede any other written Agreement between the parties, whether such other Agreement was entered into before or after the Effective Date.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written. Both parties agree that a single original of this Agreement will be executed.

**CITY:**

City of Cape Coral

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

**CONTRACTOR:**

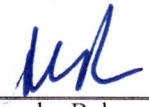
Tony's Lawn and Landscaping LLC

By:  \_\_\_\_\_

Printed name: Tony Bruno

Title: Owner/CEO

**CITY LEGAL REVIEW:**

  
for Aleksander Boksner  
City Attorney

4.17.2025  
Date

**SAMPLE WORK AUTHORIZATION FORM**

This Work Authorization #(vendor initials-#), dated \_\_\_\_\_, 2025, is hereby issued pursuant to the Master Service Agreement for (Agreement Title) ("Agreement") #(agreement number), dated (date of agreement), between The City of Cape Coral, Florida ("CITY") and (vendor)("CONTRACTOR").

All terms used herein shall have the same meaning as defined in the Agreement unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth below, CITY and CONTRACTOR agree as follows:

The following exhibits are attached hereto and incorporated into this Work Authorization:

- EXHIBIT A      SCOPE OF SERVICES**
- EXHIBIT B      TECHNICAL SPECIFICATIONS AND PLANS**
- EXHIBIT C      COST PROPOSAL**

CITY hereby authorizes CONTRACTOR to provide the following services as follows:

1. **SPECIFIC SCOPE OF PROJECT:** Provide CONTRACTOR with further details than what is included with the agreement.
2. **CONTRACTOR DUTIES:** The scope of required services under the proposed work authorization shall include, but is not limited to the following:
  - a. **Technical Specifications and Plans:** Include any technical specifications and plans that the CONTRACTOR is required to do for this specific project.

**ARTICLE 2  
SCHEDULE**

The services under this Work Authorization shall commence by \_\_\_\_\_, and shall be completed by \_\_\_\_\_. A detailed services schedule is attached.

**ARTICLE 3  
COMPENSATION**

The compensation for the services under this Work Authorization shall be \$\_\_\_\_\_ as quoted by the CONTRACTOR.

The CONTRACTOR and the CITY agrees to the fee of xxxxxx dollars and xx cents. (\$xxxx.xx) for the cost of the project as specified in the attached EXHIBIT A.

**ARTICLE 4  
QUALIFICATIONS AND SPECIAL REQUIREMENTS**

The services to be provided under this Work Authorization are subject to the following special requirements and qualifications:



## EXHIBIT A - RPW2563KMR

List any special qualifications, licenses, crew numbers that are required for this project.

All terms and conditions of the Agreement shall remain in full force and effect unless waived or modified by an express provision of this Work Authorization.

### CITY

The City of Cape Coral, Florida

By: \_\_\_\_\_

Print Name: Mike Ilczyszyn

Its: City Manager

Date: \_\_\_\_\_

### CONTRACTOR

Vendor Name

By: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
USE OF AND RELIANCE BY THE  
City of Cape Coral ONLY:

By: \_\_\_\_\_

Aleksandr Boksner  
City Attorney



**PROJECT: Purchase of Landscape Materials and Services (RPW2563KMR)**

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The City reserves the right to request additional documentation regarding insurance provided.*

- a. Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 personal and advertising injury

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

\$1,000,000 combined single limit (CSL); or  
\$500,000 bodily injury per person  
\$1,000,000 bodily injury per accident  
\$500,000 property damage per accident

- c. Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

**Workers' Compensation:**

Statutory

**Employers' Liability will have minimum limits of:**

\$1,000,000 per accident  
\$1,000,000 disease limit  
\$1,000,000 disease – policy limit

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

**Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The "Certificate Holder" shall read as follows:**

City of Cape Coral  
P.O. Box 150027  
Cape Coral, Florida 33915-0027

- b. The "Description of Operations/Locations/Vehicles" shall read as follows:**

*"The City of Cape Coral is named as an Additional Insured with respect to the General Liability policy, including Products and Completed Operations coverage."*

**Special Requirements:**

1. An appropriate "Indemnification" clause shall be made a provision of the contract.



**Project-Specific Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract for specific risks in addition to minimum requirements. The City reserves the right to request additional documentation regarding insurance provided.*

- **Pollution/Environmental Pollution Liability** – cover third parties against bodily injury and property damage caused by hazardous waste materials released during business operations, reimbursement of mandated off-site clean-up costs, and Legal costs to investigate or settle pollution-related claims. Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

*\*Minimum completed operations period—5 years for environmental services/work and site/dirt work (excavation, paving, landscaping, and digging).*



Tony's Lawn and Landscaping LLC Request for Proposal (RFP) for the following solicitation:

RPW2563KMR (Provide Landscape Materials and Services)

**Tony's Lawn and Landscaping LLC**

900 Pondella Rd

North Fort Myers, FL 33903

PO Box 152015

Cape Coral, FL. 33915

**Contacts:**

<b>Owner/CEO</b>	<b>Office/Accounts Payable</b>
Tony Bruno	Erin Gallo
(239) 770-1213	(239) 347-8197
tonysfordlandscaping@yahoo.com	admin@tonyslawnandtree.com

**Date of Submittal: 3/7/25**

**Authority to sign for the Firm:** Tony Bruno (Owner/CEO), Bradell Bruno (Owner/CFO)

## 2.0 Letter of Interest

Tony's Lawn and Landscaping LLC has been providing expansive landscape maintenance services and materials in Southwest Florida since 2005. Being local to this proposed Landscape Services and Materials project, our company has the labor, equipment, and financial resources to swiftly and effectively carry out both scheduled functions as well as any issues that may arise.

Tony's Lawn and Landscaping LLC has many years of experience directly working with the City of Cape Coral and continues this working relationship to this day, including currently maintaining over 165 city of Cape Coral properties. Based on a prudent track record that may be verified by previous and current project managers for the City of Cape Coral, it can be confirmed that Tony's Lawn and Landscaping LLC maintains a 48 hour window from time of issue reported to time of issue resolved.

3.0 Table of Contents

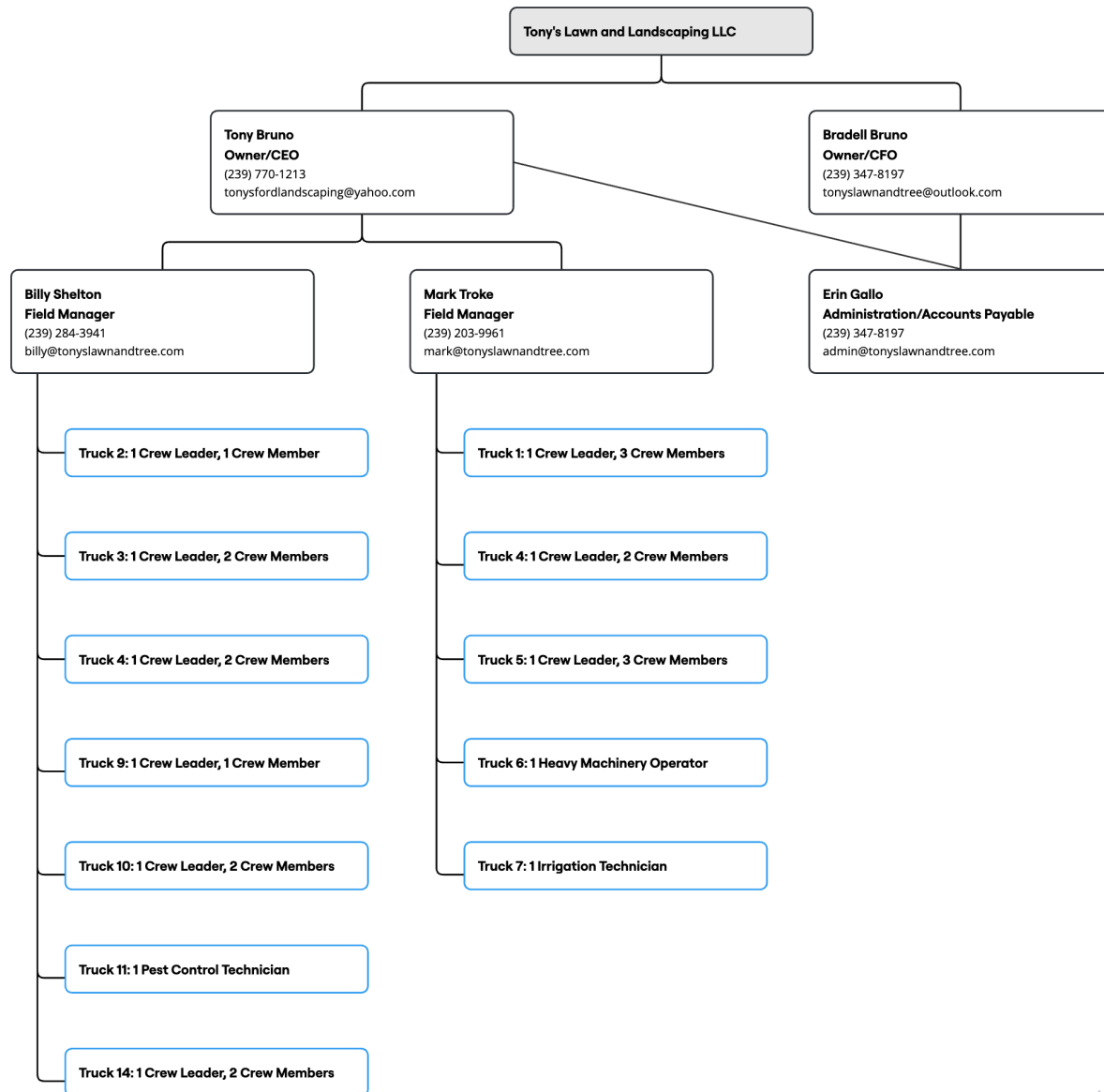
<b>1.0 Title page-----</b>	<b>1</b>
<b>2.0 Letter of Interest-----</b>	<b>2</b>
<b>3.0 Table of Contents-----</b>	<b>3</b>
<b>4.0 Firm Background &amp; Experience-----</b>	<b>4</b>
<b>5.0 Qualification &amp; Experience of Key Personnel/Team-----</b>	<b>6</b>
<b>6.0 Understanding and Approach-----</b>	<b>8</b>
<b>7.0 Qualifications of the Firm or Team-----</b>	<b>8</b>
<b>8.0 Team Management and Ability to Complete Work-----</b>	<b>9</b>
<b>9.0 Prior Experience with Similar Work and References-----</b>	<b>11</b>



## 4.0 Firm Background & Experience

### 4.1

Please see graphic below for full organizational chart of Tony's Lawn and Landscaping LLC and applicable contact information for positions within the company.



#### 4.2

Tony's Lawn and Landscaping LLC was founded in 2005 and currently operates under a joint partnership with Tony Bruno and Bradell Bruno. See section 4.1 for full staffing breakdown.

The company has many years of comparable experience and is currently maintaining roughly 300 additional municipality sites that fall under the same scope of work, including but not limited to municipality workload ranges in property from 500 sq ft to 50 acres per site. Throughout the span of the firm, no municipality work has failed to run the full term of the contract and every contract has been extended/renewed.

#### 4.3

Under the assumption that the services requested within this RFQ would mimic and/or be comparable to other City of Cape Coral contracts, Tony's Lawn and Landscaping LLC would build crews around the scope of the work as opposed to using existing crew structures to absorb the new services.

Depending on the scope of work and size of workload awarded, Tony's Lawn and Landscaping LLC has the ability and willingness to add qualified personnel and proper equipment to the company to perform and stay compliant. Our goal would be to continue working with the City without the onboarding of subcontractors.

#### 4.4

Standard procedures that would be provided include but are not limited to the following: monthly schedule provided to project manager, supervisor for each crew on site during scheduled maintenance, and daily reports while visiting properties to ensure staying compliant.

## 4.5

Principal Personnel of the firm to be assigned for the duration of the contract will be Tony Bruno. Key Personnel for contract administration would be Tony Bruno (Owner/CEO) with assistance from Erin Gallo (Administration/Accounts Payable) for scheduling and communication for administrative purposes. Billy Shelton and Mark Troke are also to assume Key Personnel roles as field managers. See section 4.1 for contact information.

## 4.6

Tony's Lawn and Landscaping LLC meets the minimum requirement of being fully licensed and certified for the type of work to be performed in the State of Florida at the time of submittal of this response to this Request for Qualifications. See Response Attachment for SunBiz, Business Tax Receipts, and Copy of Insurance.

## 4.7

All work will be completed by the Prime Contractor (100%) with no use of outside contractors in order to complete this project.

## 5.0 Qualification & Experience of Key Personnel/Team

## 5.1

Owner/CEO Tony Bruno, Field Manager Billy Shelton, and Field Supervisor Mark Troke all separately have over 10 years of experience providing material and services for landscaping. All three personnel are Pest Control ID hard holders. Tony Bruno's Best Management Practices (BMP) certification number is #GV5817-1.

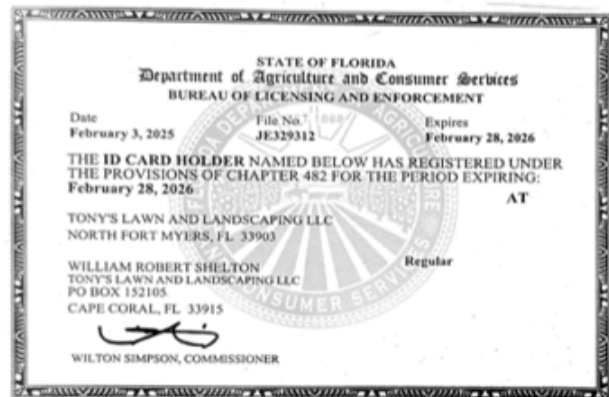
Tony's Lawn and Landscaping is also licensed as a Dealer in Agriculture Products (Reg #AD2582), is a member of the Florida Nursery, Grower & Landscape Association, and the firm holds a Limited Urban Applicator License.

## 5.2

All members of the Tony's Lawn and Landscaping LLC team have many years of experience with municipality work and actively oversee multiple municipal projects/contracts, including with the City of Cape Coral. Our key staff members have decades of combined experience with similar scopes of work, in addition to other contracted work such as commercial and residential.

## 5.3

See licenses attached for Key Personnel in addition to company licenses. All have obtained CEUs through the State of Florida and maintain active status with FDACS. All additional copies are included with the submittal of all company documents within proper bid channels (lonwave).



## 6.0 Understanding and Approach

Tony's Lawn and Landscaping LLC has purchased, delivered, installed, and secured via staking and strapping, ground cover plant material, trees, and palms to the City of Cape Coral and other similar contracts for many years. Beyond the procurement and installation, plants and trees are commonly warrantied, guaranteed to have proper irrigation adjustments made, and are continually trimmed and treated for pests for the duration of the contract or other stated terms.

## 7.0 Qualifications of the Firm or Team

### 7.1

Tony Bruno, the primary contact and project manager for this assignment, has owned and operated a landscape maintenance company for almost twenty years, and has had experience with large scale maintenance since Early 2016 with the City of Cape Coral and other municipalities prior. His contact information can be found above in section 4.1. Reference previous and current contracts held with the city for additional information to compare contract length and scope of work.

### 7.2

In addition to ownership, both field managers have more than 5 years each of municipality work experience providing both services and materials, including for the City of Cape Coral. See Section 4.1 for contact information.

### 7.3

Please see section 5.1 for all current active memberships to professional organizations within the Green Industry.

## 8.0 Team Management and Ability to Complete Work

### 8.1

Please see Section 4.1 for management structure for all crews at Tony's Lawn and Landscaping LLC.

### 8.2

Tony's Lawn and Landscaping LLC has an office space located at 900 Pondella Road in North Fort Myers, where all operations are based out of. TL&L main HQ site owned and operated by TL&L consists of a green waste disposal facility (1000 cubic yard) with grapple truck capability, on site nursery for staging plants with irrigation, mulch storage area capable of stocking 160 pallets of material, three material bins for topsoil, fill dirt and stone just outside of the Cape Coral city limit in North Fort Myers. HQ consists of a full machine / tire / mechanic / weld shop where all truck and equipment repairs are done on site by TL&L a full time mechanic to reduce any downtime due to equipment failure.

### 8.3

At this time, the firm has not been made aware of the specific services requested, please review section 4.1 for staffing and section 8.4 below for equipment lists as reference that may all be used in order to provide landscape materials and services.

### 8.4

Below is a list of all equipment owned by Tony's Lawn and Landscaping LLC, kept on site in North Fort Myers, just outside of Cape Coral city limits:

- Landscape Dump Trucks: Years between 2017 and 2024 ( 5 of these )



- F550 Altec bucket truck with 45' working height used for tree trimming operations.
- 2024 Chevy W4500 pest control and fertilizer rig. Includes late model Z Spray machine for all fertilizer and pest control needs. 300 gallon capacity on truck with deep root injection capabilities.
- F550 and 36' Gooseneck trailer used for heavy equipment operations.
- Dovetail landscape maintenance trucks (Ramp trucks used for lawn maintenance that do not require trailers) Years between 2017 and 2020 (3 of these)
- Irrigation Truck: Rigged for all irrigation related repair items.
- Management Truck Fleet: Three F350 trucks and One Ford Ranger used for management on all sites.
- Mulch application Truck: This is a landscape dump truck equipped with a mulch blowing machine.
- Finn Bark Blower: Used for blowing in mulch on all sites.
- Trailers: Consists of a fleet of 10 trailers. Flat deck trailers for heavy equipment and landscape install projects. Enclosed trailers for landscape maintenance operations. Small equipment trailers for other daily operations.
- 2021 Kubota KX40 Excavator equipped with Sickle bar mower for mowing retention and detention areas along with lake banks. Also used with Spartan cutter head for overgrown hard to reach areas. This machine is also used for stump removals and large scale irrigation or planting projects.
- 2024 Kubota 75-3 Skid steer. Equipt with grapple, bucket, forks, stump grinding attachment, tree auger attachment. Used for landscape operations and storm debris removals.
- 2017 Kubota M7060 Tractor. Equipt with a 15 foot batwing mower used for outparcel mowing, detention mowing, ROW mowing. Also equipped with loader arm and can be used to assist with storm clean up and general landscape uses.
- Mower fleet: Consist of (20) late model zero turn mowers ranging between 48" and 72" decks. All engines above 30hp.

- Specialty Equipment: Scag Wind Storm drivable zero turn blower used for large scale projects such as parking lot cleaning and ROW blowing to reduce man power and time spent with backpack blowers.
- Stick equipment: Fleet consists of 140 pieces of stick equipment and blowers. (String trimmers, hedge trimmers, edgers, backpack blowers, pole saws, chainsaws, backpack sprayers, ext.)

## 8.5

Tony's Lawn and Landscaping LLC currently maintains roughly 300 municipality sites that fall under the same scope of work, including but not limited to municipality workload ranges in property from 500 sq ft to 50 acres per site. TL&L also maintains large scale private properties including HOAs and large scale private cooperatives.

The firm's current workload would not hinder any additional work as the firm is always adapting and expanding, and that would be the next plausible step upon award of this maintenance contract.

## 9.0 Prior Experience with Similar Work and References

### 9.1

Per regulations of both the City of Cape Coral and Lee County, active employees of the city or county district are unable to carry out references on behalf of contractors. Because of these new procurement rulings (including those of the City of Cape Coral), current government contract inspectors or managers were unable to be used for references for this RFQ. Previous bids requiring references based on current work were always given out by these contract managers as they are the ones directly in contact with the contractor and overseeing the current work. See previous references that have been submitted within the Response Attachments.

9.2

References have been submitted within the Response Attachments, additional customer contacts and references can be provided privately upon request.



## **RPW2563KMR**

### **Tony's Lawn and Landscaping LLC Supplier Response**

#### **Event Information**

Number: RPW2563KMR  
Title: Provide Landscape Materials and Services  
Type: Request for Qualification  
Issue Date: 2/19/2025  
Deadline: 3/25/2025 03:00 PM (ET)  
Notes: The City of Cape Coral is seeking proposals from interested and qualified firms for the Provide Landscape Materials and Services, #RPW2563KMR from qualified firms experienced in the State of Florida, to provide these services. Responses to this RFP will be accepted via Electronic submission only.

Please upload all documents through Ion Wave.

#### **Contact Information**

Contact: Kelsey Reed Procurement Specialist  
Address: 1015 Cultural Park Blvd  
City Hall - 2nd Floor/Finance-Procurement  
Cape Coral, FL 33990  
Email: kreed@capecoral.gov

## Tony's Lawn and Landscaping LLC Information

Contact: Anthony Bruno  
 Address: PO Box 152105  
 Cape Coral, FL 33915  
 Phone: (239) 770-1213  
 Email: tonyslawnandtree@outlook.com

The person submitting this bid or proposal represents and warrants that he or she is duly authorized and has legal capacity to do so. This bid or proposal is authorized and is a valid and legal binding offer subject to acceptance by the City. For purposes of this bid or proposal, electronic, mechanically-applied and printed signatures, seals and dates shall be considered original signatures, seals and dates, without regard to the order in which they were affixed. The Legal Entity Name of proposer must be provided on the proposal submittal and all proposal form documents that are being submitted for the proposed goods or services requested in this solicitation. The Legal Entity Name will be used when creating the proposed goods or services contract between the Awarded Firm and the City.

Anthony Bruno

Signature

Submitted at 3/7/2025 02:07:37 PM (ET)

tonysfordlandscaping@yahoo.com

Email

## Requested Attachments

### RFP Required Forms for Submission

RPW2563KMR (Provide  
 Landscape Materials and  
 Services)- Tonys Lawn and  
 Landscaping LLC.pdf

Upload your submission proposal package. Title the document: RFP Proposal - (Supplier name)

### Corporate Resolution Form

Corporate Resolution - Tonys  
 Lawn and Landscaping LLC.pdf

Upload completed Corporate Resolution Form OR attach your company's corporate resolution form or document(s).  
 Title the document: Corporate Resolution - (Supplier name)

### Form 3A

Form\_3A (3).pdf

Upload completed Form 3A, if applicable. Title the document: Form 3A - (Supplier name)

### Reference Forms

References - Tonys Lawn and  
 Landscaping LLC.pdf

Upload completed reference forms. Title the document: Reference Forms - (Supplier name)

### Certificate of Insurance

Tonys Lawn and Landscaping COI  
 City of Cape Coral.pdf

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS: Contractor acknowledges to provide proof of Minimum Insurance Requirements as stated under the "Attachments" Tab. Certificate of Insurance to be provided prior to contract execution and approved by the City before the commencement of any work activities. Title the document: COI - (Supplier name)

### Business Licenses and Business Tax Receipts

TLL City of Cape Coral, Lee  
 County 24-25 BTR.pdf

Upload copies of all business licenses and business tax receipts as required by the solicitation. Title the document: Licenses & BTR's - (Supplier name)

### Division of Corporations

TLL Division of Corporations.pdf

Upload copy of your registration from the website www.sunbiz.org. Title the document: Division of Corporations - (Supplier name)

### E-Verify Memorandum of Understanding (MOU)

E-Verify MOU- Tonys Lawn and  
 Landscaping.pdf

Provide completed and returned MOU from E-Verify with submittal. Title the Document: E-Verify MOU - (Supplier name)

**Immigration Affidavit Certification**

Immigration Affidavit- Tony's Lawn and Landscaping LLC.pdf

Provide the completed, signed and notarized Immigration Affidavit Form with submittal. Title the document:  
Immigration Affidavit - (Supplier name)

**Human Trafficking Affidavit**

Human Trafficking Affidavit- Tony's Lawn and Landscaping LLC.pdf

Provide the completed, signed and notarized Human Trafficking Affidavit Form with submittal. Title the document: Human Trafficking Affidavit - (Supplier name)

**Certified Minority Business***No response*

Upload documents to verify the classification being claimed, if applicable Title it: Minority Business Form - (Supplier name)

**Bid Attributes****1 Taxpayer Identification Number (FEIN or Social Security #)**

Please provide the Federal Employer Identification Number or Social Security Number of entity.

**2 Terms and Conditions - RFP**

Download the Terms and Conditions document on the "Attachments" tab. Review and indicate below:

☒ I have downloaded, read and agree.

**3 Specifications and Requirements**

Please download the Specifications and Requirements located in the "Attachments" tab.

☒ I have downloaded, read and agree.

**4 State of Florida, Division of Corporations**

Please submit a copy of your registration and the corresponding document number from the website [www.sunbiz.org](http://www.sunbiz.org) establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations.

Indicate the document is attached and you can add any notes as required.

**5 Collusion Statement**

The undersigned Bidder/Proposer affirms that the proposal/bid is genuine and not collusive or sham; that the bidder/proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder/proposer, or to fix overhead, profit or cost element of said bid price, or that of any other bidder/proposer, or to secure any advantage against the City of Cape Coral of any person interested in the proposed contract; and that all statements in said proposal or bid are true.

☒ I Agree



**6 Scrutinized Companies Certification**

Pursuant to 287.135 Florida Statute, s. 215.4725 and s. 215.473, A Company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency (state) or local governmental entity for goods or services of:

a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

b. One Million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the Company:

1. Is on the scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473; or

2. Is engaged in business operations in Cuba or Syria.

☒ I Agree

**7 Public Entity Crimes Act**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

☒ I Agree

**8 Discriminatory Vendor List**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

☒ I Agree

**9 Form 3A - Interest in Competitive Bid for Public Business**

Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), FL § (1983)) to be completed and returned with solicitation response. It is the bidder/proposer's responsibility to disclose this relationship, failure to do so could result in being declared non- responsive.

Form 3A can be found in the "Attachments" tab, if needed.

N/A

1  
0**Corporate Resolution**

The corporate resolution form is utilized to provide names of individuals that are legally authorized to execute agreements on behalf of the corporation, company, partnership, joint venture or entity. This may include signing of bid documents, contracts, forms, and agreements. The corporate resolution form includes the name of individuals, with their signatures and their official title with the entity submitting a bid or proposal.

Proposers must provide either the corporate resolution form (see Attachment Library) or the company's official letterhead, indicating the authority of the individuals who may sign and legally bind the company in proposals, bids, contracts, and agreements. The authorized individuals name(s) should be shown on the corporate resolution or letterhead with their typewritten name, their official title and actual signatures shown beside their name. The document should be signed and dated by an authorized agent of the company. The document should include the company's official address and phone number. If the primary qualifying agent is not the owner, an officer, a member, a joint venture managing partner, etc., describe the relationship to the company and provide proof of such relationship and/or license use agreement.

The City's form can be found in the "Attachments" tab, if needed.

☐ I am submitting City's Corporate Resolution Form

1  
1**Drug Free Workplace**

Florida Statutes Section 112.0455 is the "Drug-Free Workplace Act". The purpose of the Act is:

(a) promote the goal of a drug-free workplace within government through fair and reasonable drug-testing methods for the protection of public employees and employers.

(b) Encourage employers to provide employees who have drug use problems with an opportunity to participate in an employee assistance program or an alcohol and drug rehabilitation program.

(c) Provide for confidentiality of testing results.

☒ I Agree

1  
2**Reference Survey Forms**

Submit three (3) completed Reference Survey Forms for past projects completed within the past year, preferably of projects of similar scope and size. The City reserves the right to contact these references.

The Reference Survey Form can be found in the "Attachments" tab.

☒ I have attached completed reference form(s).

1  
3**Insurance Requirements**

See attached Minimum Insurance Requirements form for information relative to insurance requirements, found in the "Attachments" tab.

Without limiting its liability under this Invitation to Bid, the awarded bidder(s) shall procure and continuously maintain, without interruption, at its own expense, insurance specified on the enclosed form.

Neither approval nor failure to disapprove the insurance furnished by awarded bidder to the City shall relieve the awarded bidder of the awarded bidder's full responsibility to provide insurance, as required by this contract. The awarded bidder shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; included any and all option years that may be granted to that awarded bidder. The certificate of insurance shall contain the provision that the City be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the awarded bidder shall be responsible for submitting new or renewed certificates of insurance to the City at a minimum of fifteen (15) calendar days in advance of such expiration.

By submitting a response to the solicitation, respondent is agreeing to meet the insurance requirements of the project, which are subject to change.

**ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS:**

Contractor acknowledges to provide proof of Minimum Insurance Requirements as stated under the "Attachments" Tab. Certificate of Insurance to be provided prior to contract execution and approved by the City before the commencement of any work activities.

☒ I Acknowledge and Agree

1  
4**Deviations from Specifications**

Proposer shall clearly indicate all areas in which the items the proposer does not fully comply with the requirements of this specification. The decision as to whether an item fully complies with the stated requirements rests solely with the City of Cape Coral.

Please indicate all deviations.

N/A

1  
5**Designated Contact**

Provide a primary contact that will be available during normal work hours by phone or in person and knowledgeable of all terms of the contract.

List the name, title, phone #, and email address for the primary contact below.

Tony Bruno, Owner/CEO - (239) 770-1213 - tonysfordlandscaping@yahoo.com

1  
6**Proposals to Remain Effective**

Proposals shall be effective for 120 days from Proposal Opening Date, and thereafter if accepted by the City for the term designated in this proposal. By submitting a proposal you are in agreement with this timeframe.

1  
7**Contract Term**

The Term of the Contract shall be for three (3) with the option for two (2) additional one-year periods if mutually agreed upon.

☒ I Acknowledge and Agree

1  
8**License Requirement**

It is required that the proposer hold a valid license through the State of Florida, have a local competency license and also be registered in the City of Cape Coral.

Proposer will attach copies of the documents as proof of qualifications.

☒ I Acknowledge, Agree and Attached Documents.

1  
9**City Employees**

Does your company employ any City of Cape Coral employees? Please indicate "Yes" or "No". If "Yes", note the employees name, department and division.

No

2  
0**Electronic Funds Transfer (EFT"S)**

**Payments by Electronic Funds Transfer:** All payments made by the City of Cape Coral, Florida will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer. The form may be accessed on the City of Cape Coral website at:

<https://cms4files.revize.com/capecoralfl/Procurement/VENDOR%20EFT%20AUTHORIZATION%20-%20Updated%20Jan%202024.pdf>

- Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information.

The link below will take you to the City of Cape Coral vendor Registration Page:

[https://www.capecoral.gov/departments/financial\\_services/procurement/vendor\\_registration.php](https://www.capecoral.gov/departments/financial_services/procurement/vendor_registration.php)

-

Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become register vendors and have the EFT payment form in place prior to the award of any contract.

☒ I Acknowledge

2  
1**E-Verify**

As a condition precedent to entering into this CONTRACT and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The website for E-Verify is <https://e-verify.gov>.

**NOTE: Response to this Solicitation must include E-Verify Memorandum of Understanding (MOU) Verification document. Upload the E-Verify MOU document under the Response Attachment Tab.**

**PUBLIC AGENCY CONTRACTING**

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c)1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

☒ I Acknowledge and Agree

2  
2**Immigration Affidavit Certification**

Every contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

Complete the Immigration Affidavit Certification Form found under the Attachments Tab and upload the completed Notarized form under the Response Attachments Tab.

☒ I Acknowledge and Agree

2  
3**ARTICLE VII: Purchase and Sale of Real and Personal Property: CONE OF SILENCE**

**In accordance with Article VII, Division 1, Section 2-151 (k) of the City of Cape Coral Ordinance.**

**The Cone of Silence prohibits any communication regarding a particular RFP, RFQ or bid solicitation after they have been advertised. This Cone of Silence is designed to protect the professional integrity of the procurement**

process by shielding it  
from undue influences prior to the recommendation of contract award.

§ 2-151

(k) **Cone of Silence.**

(1) Prohibited communication. Except as set forth in subsection (4) below, during a Competitive Solicitation, a cone of silence shall be in effect between:

- a. Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to, or are currently being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative; and
- b. Any City Council member, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Council or the City Manager to evaluate, select, or make a recommendation to the City Council or the City Manager regarding a Competitive Solicitation.

(2) Effective dates. A cone of silence shall begin and shall end for Competitive Solicitations as follows:

- a. A cone of silence shall be in effect during a competitive solicitation process beginning upon the advertisement for the Competitive Solicitation, upon the receipt of an unsolicited proposal, or during such other procurement activities as declared by the City Council.
- b. The cone of silence shall terminate when either a contract is finally approved, a protest is filed pursuant to section 2-150, or the city rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation process.

(3) Notice. When the cone of silence becomes effective for a particular Competitive Solicitation, the City Manager or designee shall provide notice of the cone of silence to the City Council. The solicitation document for the goods or services shall generally disclose the requirements of this section.

(4) Permitted communication.

- a. The cone of silence shall not apply to written or oral communications to the Procurement Manager, Procurement Manager's designee or to the City Attorney's Office.
- b. Nothing contained in this section shall prohibit any person or entity subject to this section from:
  1. Making public presentations at pre-bid conferences or at a selection or negotiation meeting related to the competitive selection.
  2. Engaging in contract negotiations with the entity selected to negotiate the terms of the contract or with the City Council during a public meeting.
  3. Making a presentation to the City Council or the selection advisory committee related to the competitive solicitation.
  4. Communicating with the person or persons designated in the competitive solicitation as the contact person for clarification or information related to the competitive solicitation. The contact person shall not be a member of the selection/evaluation committee, or the person designated to negotiate the agreement.
  5. Communicating with the city attorney or purchasing and contract administration staff in writing as provided in subsection (c) below.

(5) Violations. Any action in violation of this section may be immediate disqualification of the Competitive Solicitation or shall result in the disqualification of the vendor.



(6) Exceptions. The cone of silence shall not apply to a competitive process which seeks to enter into a contract or award of money to

- perform governmental, or quasi-governmental, social or human services primarily for charitable, benevolent, humanitarian,
- or other philanthropic purposes, such as the award of grants or support assistance to organized nonprofit entities that
- promote or assist with the care, education, health, standard of living, or general welfare of people in the City of Cape Coral,
- or that promote or assist community or neighborhood enhancements.

(Ord. 25-95, 6-12-1995; Ord. 68-07, 7-23-2007; Ord. 25-23 , § 1, 4-5-2023)

☒ I Understand and Agree

## 2 4 **Human Trafficking**

Pursuant to Florida Statute 787.06, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in F.S. 787.06.

Download the Human Trafficking Affidavit from the Attachments Tab and upload the completed Affidavit in the Response Attachment Tab.

☒ I Acknowledge and Agree

## 2 5 **FEMA Compliance**

Download the FEMA Compliance 1.15.2025 Document on the "Attachments" Tab. Review and indicate below:

☒ I have Downloaded, Read and Agree

## 2 6 **Certified Minority Business**

A certified minority business enterprise is defined by Florida Small and Minority Business Assistance Act of 1985. If applicable, the primary proposing firm should submit the Certified Minority Business (MBE -Minority Business Enterprise/WBE -Women Business Enterprise/SBE -Small Business Enterprise) certification documentation.

During the vendor registration process, you will select all applicable classifications and provide supporting documents. For this solicitation, we will only consider those classifications of the prime firm submitting the proposal.

Are you claiming this preference? If so, please indicate below which classification and attach the applicable **State of Florida certification** document in the "Response Attachments" tab.

N/A



**THIS RECEIPT IS FURNISHED PURSUANT TO FLORIDA  
STATE STATUTES, CHAPTER 205 AND CITY OF CAPE CORAL  
ORDINANCE 9-72 AS AMENDED**

The law requires this receipt to be displayed conspicuously at the place of business so that it is open to the view of the public and available for inspection.

Payment is due each year by September 30th. Payment after September 30th is delinquent and subject to a penalty of 10% for the month of October, plus an additional 5% for each month thereafter. The total delinquency penalty shall not exceed 25% of the Business Tax. A 25% penalty will be imposed on any person engaged in any new business, occupation or profession without first obtaining a Cape Coral Business Tax.

This receipt is for a business tax only. It does not permit the person/business to violate any existing regulatory or zoning laws of the state, county, or city, nor does it exempt the business from licenses or permits that may be required by law. This receipt does not assure quality of work.

Business Tax Receipts are available for purchase on July 1st. If you need to transfer your Business Tax Receipt due to a change of business name, ownership, location or if you are closing your business, please contact our office by phone 239-574-0430 or via email at [businesstaxreceipts@capecoral.gov](mailto:businesstaxreceipts@capecoral.gov).

**The bottom portion of this form may be detached to post**

**CITY OF CAPE CORAL**

P O Box 150027  
Cape Coral, FL 33915  
239-574-0430  
[www.capecoral.gov](http://www.capecoral.gov)

Business Location:  
3355 SAND RD  
CAPE CORAL, FL 33993

TONY'S LAWN AND LANDSCAPING  
LLC  
3355 SAND RD  
CAPE CORAL, FL 33993



**BUSINESS TAX RECEIPT**

Business Tax #: BTR-067612-2021  
Issued Date: 08/13/2024  
Expiration Date: 09/30/2025

License Type: Home-Based (BTR)  
Classification: Lawn & Shrubbery  
Maintenance  
Fees Paid: \$33.00

NOTES: Legacy: BT22-67612

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



## Local Business Tax Receipt

TONYS LAWN CARE  
 TONY'S LAWN CARE  
 PO BOX 152105  
 CAPE CORAL, FL 33915

Dear Business Owner:

Your **2024 - 2025** Lee County Local Business Tax Receipt is attached below for account number / receipt:  
 number: **1021595 / 1101800**

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

Lee County Tax Collector

### 2024-2025 LEE COUNTY LOCAL BUSINESS TAX RECEIPT

**Account Number: 1021595**  
**Receipt Number: 1101800**  
**State License Number: GV5817**

**Location:**  
 224 SE 44TH ST  
 CAPE CORAL, FL 33904

TONYS LAWN CARE  
 TONY'S LAWN CARE  
 BRUNO ANTHONY J  
 224 SE 44TH ST  
 CAPE CORAL, FL 33904

**Account Expires: September 30, 2025**

May engage in the business of:

**PROFESSIONAL LANDSCAPING COMPANY**

**THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY**

Payment Information:

**PAID** INT-00-02474699

07/22/2024

\$ 95.00



CITY OF CAPE CORAL  
FINANCIAL SERVICES DEPARTMENT  
PO BOX 150027  
CAPE CORAL, FL 33915-0027

## REQUEST FOR PROPOSALS

### PROVIDE LANDSCAPE MATERIALS AND SERVICES

**RPW2563KMR**

**REQUEST FOR PROPOSALS ARE TO BE SUBMITTED ELECTRONICALLY  
THROUGH ION WAVE NO LATER THAN:**

3:00 PM EASTERN TIME (ET) ON MARCH 25, 2025, AT  
<https://capecoral.ionwave.net>

**NO QUESTIONS WILL BE ACCEPTED AFTER: 2:00 PM ET ON MARCH 5, 2025,** all questions  
must be submitted through Ion Wave at <https://capecoral.ionwave.net> and received by stated  
time.

**PROCUREMENT CONTACT:**

**Name:** Kelsey Reed  
**Title:** Procurement Specialist  
**Phone:** 239-574-0841  
**Email:** [kreed@capecoral.gov](mailto:kreed@capecoral.gov)



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Provide Landscape Materials and Services

Project #RPW2563KMR

**CITY OF CAPE CORAL  
LEGAL NOTICE  
REQUEST FOR PROPOSAL**

The City of Cape Coral, Florida, is seeking proposals for PROVIDE LANDSCAPE MATERIALS AND SERVICES, in accordance with RPW2563KMR, in the State of Florida. A copy of the Request for Proposal (RFP) Documents may be obtained online at <https://capecoral.ionwave.net>. Simply Create a User Login by completing the Supplier Registration.

**This Competitive Solicitation closes at 3:00 PM (ET), MARCH 25, 2025.** The time indicated on the Ion Wave System is considered the official time. Once the Closing Date and "Time Left" count down has expired, Ion Wave will no longer permit proposals to be submitted. It is the responsibility of the Supplier to ensure all proposals are submitted on time, through the Ion Wave System, by the Closing Deadline.

The City reserves the right to reject any or all proposals, award in whole or in part and to waive any irregularities or informalities when in the best interest of the citizens of the City of Cape Coral.

**The Legal Entity Name of proposer must be provided on the proposal submittal and all proposal form documents that are being submitted for the proposed goods or services requested in this solicitation. The Legal Entity Name will be used when creating the proposed goods or services contract between the Awarded Firm and the City.**

Pursuant to Florida State Statute 119.071 (2) Sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

**All proposals are to be submitted through the Ion Wave System at the following link:**

<https://capecoral.ionwave.net>

By Order of the City Manager

Kimberly Bruns, City Clerk

Advertise: FEBRUARY 19, 2025





## INTRODUCTION

The City of Cape Coral was incorporated in 1970 and operates under the Council/City Manager form of government. The City Council has eight members consisting of the mayor and seven members all elected at large on a nonpartisan basis. City Council is responsible for all policy-making functions of the government and retains the services of a City Attorney, City Auditor and City Manager. The City Manager is responsible for all administration of the City, which provides a comprehensive range of municipal services including general government, public safety, community services, public works, planning, utilities, and parks and recreation.

Cape Coral is the 8th largest city by population and the 3rd largest by land mass in Florida. Cape Coral currently has a population of more than 200,000 residents and is experiencing high growth. As a pre-platted community, Cape Coral could have more than 360,000 residents at buildout. The city has a sub-tropical lifestyle with thousands of waterfront residential properties on almost 400 miles of canals. About two-thirds of these canals provide boaters with direct access to the Gulf of Mexico.

## PART I: SCOPE OF WORK

### SECTION 1: PURPOSE

The City of Cape Coral is seeking proposals from qualified firms who wish to participate in a qualification pool that will be used to solicit various general and emergency landscape materials and services on an "as needed" basis as specified herein. All firms which meet or exceed the criteria established in the solicitation shall be placed on a qualification list that may be accessed by the City to obtain price proposals for various landscape materials and services.

The City intends to prequalify vendors as categorized below:

**1.1 General Landscape Materials and Services.** The City has various landscape maintenance contracts that provide routine landscape maintenance services to specific Cape Coral streetscapes, municipal facilities, and medians. However, from time to time there is a need to replace existing landscape or add landscaping to existing or new locations. The City's incumbent landscape maintenance contractors are not always the best equipped to provide the required landscape materials and/or services, due to quantity, size or species. Also, in the past, the lack of manpower and equipment availability have been concerns in response to emergency situations. Therefore, creating a pool of prequalified firms to be able to respond to supplemental landscaping needs, on an as-needed basis, is essential to the City.

General landscape services are defined as the performance of landscape services at various City of Cape Coral streetscapes, municipal facilities, and medians with the objective to maintain areas in vigorous, healthy, growing, safe, clean, and attractive condition throughout the year.

General landscape materials and services:

- purchase and delivery of ground cover plant material, trees, and palms;
- purchase, delivery, and installation of ground cover plant material, trees, and palms;
- purchase and delivery of planting supplies;
- watering;
- pruning;
- stump grinding;
- staking and guying; and
- tree removal services.

**1.2 Emergency Services.** Emergency Services are defined as work that is required in response to a natural or other disaster and shall be based on an as-needed basis.

Emergency landscape materials and services:



- tree and palm removal services;
- tree and palm pruning services;
- stump grinding;
- tree and palm staking and guying; and
- furnish and deliver landscape materials and supplies.

**1.3 Non-for-Profit Services** are defined as the performance of landscape services by organizations registered as a non-for-profit organization at various City of Cape Coral parks, greenspaces, municipal facilities, and medians with the objective to promote the expansion and sustainable maintenance of our urban forest and greenspaces.

Non-for-Profit services to include:

- purchase and delivery of ground cover plant material, trees, and palms;
- purchase, delivery, and installation of ground cover plant material, trees, and palms;
- purchase and delivery of planting supplies;
- watering;
- pruning;
- stump grinding;
- staking and guying; and
- tree removal services.

Interested contractors may submit a proposal indicating their intent to become prequalified. All contractors who meet or exceed the criteria established in this solicitation shall be placed on a qualification list. City departments may access this list to obtain price quotations from contractors for the category of goods or services (See 1.1 and 1.2 above) required for general or emergency landscape materials and services.

Firms must specify which categories they are requesting to be prequalified for as part of the Pre-qualification Process. Firms are not required to participate in all categories to be considered part of the prequalified pool. However, a firm may only participate in the category for which it has been prequalified.

Successful contractors awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the requested specifications. Firms' past performance with the City, if applicable, may be used in the evaluation process in determining recommendation for award.

**The prequalified status remains valid for a duration of three (3) years from the date of issuance of the Notice of Pre-qualification by the City with the option of two one-year renewals. However, it's essential to note that the City reserves the right to verify compliance with the requirements outlined herein at any point in time. In cases where there are significant changes in qualification status or documented poor performance, the City reserves the right to nullify and void the qualification status of the firm(s).**

**ADDITIONAL PREQUALIFIED FIRMS TO BE ADDED TO POOL.** Annually, the City will conduct a review of all firms to assess whether a re-issuance of this RFP is necessary. Should a re-issuance be warranted, additional firms may be added and invited to join the established prequalified list of firms for the remainder of the contract period.

## **SECTION 2: SCOPE OF WORK**

Awarded firms shall be deemed to be prequalified to participate on general and/or emergency landscape materials and services as follows:

### **General Landscape Materials and Services**

General landscape materials and services are defined as the performance of landscape services and/or the sale of materials for various City of Cape Coral streetscapes, municipal facilities, and medians with the objective to maintain areas in vigorous, healthy, growing, safe, clean and attractive condition throughout the year.



Prequalified vendors in the General Landscape Materials and Services categories shall then be deemed to be prequalified to participate in subsequent Invitations to Quote (ITQ) as required by the City on either an as-needed or on a periodic basis. When such spot market purchases are initiated, the prequalified vendors shall be invited to offer pricing for a specific individual purchase or a specific purchasing period.

The City may provide a general scope; however, the awarded vendor may provide a written scope of work to the City as part of its proposal. Once the project's scope is agreed to, the City will issue a purchase order with the estimate referenced as an attachment along with the bond and any other special provisions agreed to. If special terms and conditions other than those covered within this solicitation and awarded a contract are required, they will be included in the specific scope of work. They will be attached to the purchase order. Further, the purchase order shall take precedence over those in the base contract.

In determining the best contractor for the project, in addition to price, the following may be considered:

- (1) The ability and capacity of the firm to provide the requested plant materials.
- (2) Whether the firm can deliver the requested materials within the time specified, without delay or interference.
- (3) Whether the firm has the highest quality plant material (defined as Florida Fancy) in the quantities required.
- (4) The previous and existing compliance by the firm with laws and ordinances relating to the contract.
- (5) General and emergency pruning services shall require contractors have an ISA Certified Arborist on staff. Contractors will be ineligible for work that requires an ISA Certified Arborist if they do not have one on staff.

Firms that are pre-qualified will be notified of upcoming competitive solicitations (Quotations, Invitation-to-Bid and/or Request for Proposals) for work on the Purchase of Landscape Materials and Services as they become available.

### **Emergency Landscape Materials and Services**

Emergency Landscape Materials and Services are identified as those services or materials needed in response to a natural disaster or some other form of emergency. As a result, a schedule for emergency services cannot be determined until a need arises. Additionally, all applicable Federal Emergency Management Agency (FEMA) will apply under emergency service activation and must be adhered to.

Prequalified vendors in the General Landscape Services categories shall then be deemed to be prequalified to participate in subsequent Invitations to Quote (ITQ) as required by the City on either an as needed or a periodic basis. When such spot market purchases are initiated, the prequalified vendors shall be invited to offer pricing for a specific individual purchase or a specific purchasing period.

Upon notification by the City of Cape Coral, the Contractor will provide an immediate emergency response to remove obstructions. This will generally take place within 72 hours after a severe weather event. This includes the removal of trees and palms, on public property that are in danger of falling over, as well as pruning, staking, and guying salvageable trees and palms as instructed by City staff.

It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of force majeure that the City of Cape Coral, Florida shall receive a "First Priority" for any goods and services covered under any award resulting from this solicitation, including balance of line items as applicable. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the City. By virtue of submitting a response to this solicitation, the vendor agrees to provide all award-related goods and services to the City on a "first priority" under the emergency conditions noted above.

A City-issued purchase order shall serve as a "notice to proceed." The period for the completion of services will include mobilization, planning, weather, location, removal, and disposal. No additional claims may be made for delays due to these items. When the tasks have been completed, the awarded vendor shall notify the City and



have an authorized City representative inspect the work for acceptance under the scope and terms in the Purchase Order. The City will issue in writing any corrective actions that are required. Upon completing these items, the City will issue a completion notice, and final payment will be issued.

**SERVICE DELIVERY EXPECTATIONS.** The City places an emphasis on excellent customer service delivery and expects the prequalified firm to provide the best possible customer service to any and all awarded projects throughout the term of the contract. The prequalified firm's project manager is responsible for monitoring the customer service provided to City by prequalified firm's staff, sales and support teams, and employing, as necessary, corrective measures, to ensure that the prequalified firm will provide and maintain the highest quality of customer service possible during the completion of the project(s). Project-specific deliverables and expectations shall be defined on a project-by-project basis, as specified in each ITQ.

**VOLUME OF WORK TO BE RECEIVED BY FIRM. No promise of work is given or should be understood, as a result of a qualification.** The City reserves the right to purchase any goods and/or services awarded from any resulting agreement, or another governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

### **SECTION 3: SPECIAL CONDITIONS**

- 1. LICENSE/CERTIFICATION.** Prospective firm shall maintain in current status the adequate license or certification, to pull all permits necessary to successfully complete the work. Awarded vendor(s) shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract.
- 2. METHOD OF PAYMENT.** The City shall provide periodic payments for services rendered by the Contractor. For the City to provide payment, the Contractor shall submit a fully documented invoice within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a City representative has reviewed and approved the service.
- 3. GUARANTEE AGAINST DEFECTS.** The Contractor(s) shall, in addition to all other guarantees, be responsible for faulty labor and defective material within a period of one (1) year after the date of acceptance of labor and material by the City. Under this guarantee, the Contractor agrees to make good without delay, at its own expense, any failure of any part of the work after the City notifies the Contractor of such deficiencies in writing payment in full for the work does not constitute a waiver of guarantee.
- 4. CLEAN-UP.** All unusable materials and debris shall be removed from the site at the end of each workday and disposed of in an appropriate manner. Upon final completion, the Contractor(s) shall thoroughly clean up all areas, as mutually agreed with the City, where work was performed.
- 5. PERMIT COSTS.** The City will only reimburse the Contractor(s) for the cost of the permits. Proof of cost is required. The City will only reimburse for initial review and one resubmission. Costs associated with additional re-submissions will not be reimbursed. Contractor(s) shall not include permit fees on Cost Proposal. Permit costs will be charged to the City separately from the unit cost. All licenses required by municipality, governmental agency, or political subdivision shall be obtained by and paid for by the Contractor(s). Damages, penalties and/or fines imposed on the City or the Contractor(s) for failure to obtain required licenses or permits shall be borne by the Contractor(s).
- 6. BACKGROUND CHECKS/CONTRACTOR'S PERSONNEL.** The Contractor(s) shall conduct a full criminal background check at its own expense on each of its employees engaged in providing services under this ITB or any resulting Agreement prior to the commencement of said services. No Contractor employee shall be eligible to perform services, pursuant to this RFP or resulting Agreement if he or she:
  - (1) has been convicted of or was placed in a pre-trial diversion program for any crime involving dishonesty or breach of trust; embezzlement; drug trafficking; forgery; burglary; robbery; theft; perjury; possession of stolen property; identity theft; fraud; money laundering; shoplifting; larceny; falsification of documents and/or;



- (2) has been convicted of any sex, weapons, or violent crime including but not limited to homicide; attempted homicide; rape; child molestation; extortion; terrorism or terrorist threats; kidnapping; assault; battery; and illegal weapon possession, sale or use. The Contractor(s) shall defend, indemnify, and hold the City, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of its failure to comply with this requirement.

Contractor(s) shall employ personnel competent to perform the work specified herein. The City reserves the right to request the removal of the Contractor's employee's from performing maintenance on the City's grounds where the employee's performance or actions are obviously detrimental to the program. Contractor's personnel must always wear photo identification.

**SAFETY MEASURES.** Awarded Contractor (s) shall take all precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor(s) shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standards practices, to protect workers, general public and existing structures from injury or damage.

## PART II: SUBMISSION OF PROPOSALS

It is imperative that the information submitted is precise, clear, and complete. All submittals are to be submitted through the Ion Wave website by uploading your Proposal and required attachments under the Response Attachments Tab. Submittals not conforming to this format may be disqualified from further consideration. All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Submittals which are substantially incomplete or lack key information may be rejected at the CITY's discretion.

Proposals should include the requirements listed below. Proposals submitted without meeting ALL the requirements may be considered non-responsive. Information submitted should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to present a clear understanding of this project and of similar past projects, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

Respondents shall include the following information in their proposals. All additional information that the Respondent believes is unique to a section and does not fit the established outline may be included at the end of each section under a subheading "Additional Information."

Firms shall submit their responses to this RFP via the electronic procurement portal, Ion Wave. The information listed in sections 1 through 8 below, shall be provided in the order detailed below, via uploading onto the Ion Wave website as one document, with the exception of Section 8, which will be provided in the Line Items Tab of Ion Wave solicitation. All other documents and information requested shall each be uploaded as separate documents.

The following information shall be provided in the order detailed: failure to provide any one part of this section without appropriate explanation may result in disqualification of your proposal.

### 1.0 Title Page (1 Page)

List the Request for Proposal subject, the name of the firm, address, telephone number, email address, contact person, and date of submittal, and who has corporate authority to sign for the Firm.

### 2.0 Letter of Interest (2 Pages)

Provide an introduction to your company and describe why the City of Cape Coral should select your firm(s) to perform the described work and what your commitment will be to perform the work in a timely and professional manner.



### 3.0 Table of contents (1 Page)

Include a clear identification of the material included in the submittal by page number.

### 4.0 Firm Background & Experience (20 Points)

- 4.1 Briefly introduce your Firm and/or Individual providing a summary of the administration, organization and staffing of your Firm and/or Individual, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the individuals who will undertake this engagement
- 4.2 Describe the organization, date founded, and ownership of your firm, staffing, history, and experience with clients of similar scope and size.
- 4.3 Provide a brief description of the Respondent's approach to provide the services requested in this RFP and the ability to perform the contract within the time specified.
- 4.4 Provide examples of standard operating procedures and industry standards the Respondent would provide for the services requested in this RFP.
- 4.5 Identify the Principal and Key Personnel of the firm to be assigned for the duration of the contract and personnel responsible for the contract administration. Include qualifications, certifications, licenses, and resumes of identified personnel. Contact information will be required for verification.
- 4.6 Indicate your firm meets the minimum requirement of being fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of their response to this Request for Qualifications. Should the Contractor not be fully licensed and certified, the Contractor's submittal will be rejected.
- 4.7 Identify the approximate percentage of the Work that will be performed by the Prime Firm (minimum 60%).

### 5.0 Qualification & Experience of Key Personnel/Team (20 Points)

- 5.1 Identify the key lead staff and their qualifications, background and experience.
- 5.2 Identify team's overall experience and experience with municipality projects.
- 5.3 Include copies of licenses and/or certifications of Key Personnel and Team.

### 6.0 Understanding and Approach (15 Points)

Provide a project understanding and approach for the Scope of Work. Include additional tasks that are not included in the Scope of Work that the Firm feels will add value to the project.

### 7.0 Qualification of the Firm or Team (20 Points)

Provide qualifications to demonstrate the Firm or Team has a minimum experience of:

- 7.1 At least ten (10) years' experience providing landscape materials and services; (2) Years for Non-for-Profit services.
- 7.2 The project manager or primary contact with at least five (5) years' experience managing landscaping services, similar in complexity to the City of Cape Coral Project. Not needed for Non-for-Profit Services





7.3 Provide a list of currently active memberships to professional organizations within the Green Industry.

## 8.0 Team Management and Ability to Complete Work (15 Points)

8.1 Identify the overall management structure of the proposed team.

8.2 Identify the office from which the work will be primarily performed.

8.3 Demonstrate the staffing and equipment capacities to provide the services requested in the RFP.

8.4 Provide a list of tree planting and tree care equipment owned or available to the firm.

8.5 Provide information on your firm's current workload and how this project will fit into your workload and the techniques that are planned to assure project schedules will be met.

## 9.0 Prior Experience with similar work and References (10 Points)

9.1 Provide references from three (3) current governmental agencies, including the name of the agency, contact name, telephone, and email address. For Non-for-Profit agencies 1 Provide references from three (3) current agencies, including the name of the agency, contact name, telephone, and email address.

9.2 Provide a list of current public and private customers

The minimum information required for each reference shall be as required on the Reference Survey Form located in the Attachments Tab and as stated in the Reference Attribute in the Attribute Tab. CITY and/or their designee must be able to make contact with the reference.

## PART III: PROPOSAL SUBMISSION TIMELINE

### 1. Request for Proposal Timeline

The **anticipated** schedule for this RFP is as follows:

Event	Date
<b>RFP Available</b>	<b>FEBRUARY 19, 2025</b>
<b>Deadline for RFP Questions</b>	<b>MARCH 5, 2025</b>
<b>Proposal Due Date</b>	<b>MARCH 25, 2025</b>
<b>Internal Evaluation Committee</b>	<b>TBD</b>
<b>Begin Contract Negotiations</b>	<b>TBD</b>
<b>Council Approval</b>	<b>TBD</b>

### 2. Evaluation Criteria

Cost may not be the primary factor in the selection of a proposal.

The evaluation and selection of a firm will be performed by the Evaluation Team. The following represent the principal selection criteria which will be considered during the evaluation process.

- |   |           |
|---|-----------|
| 1) Firm Background & Experience                     | 20 points |
| 2) Qualification & Experience of Key Personnel/Team | 20 points |
| 3) Understanding and Approach                       | 15 points |



Provide Landscape Materials and Services

Project #RPW2563KMR

- |  |           |
|--|-----------|
| 4) Qualification of the Firm or Team                 | 20 points |
| 5) Team Management and Ability to Complete Work      | 15 points |
| 6) Prior Experience with similar work and References | 10 points |

The evaluation team may request the most qualified firms to make a presentation and be available for an interview or presentation. All expenses, including travel expenses for interviews shall be borne by the proposer.

Upon selection of the most qualified firm meeting the City's requirements, the City reserves the right to negotiate the price structure and will present a formal contract to the City Council for approval.

**Upon submission, all proposals become the property of the City and are subject to public records law.**

(End of Section)

## EXHIBIT 6

### MASTER SERVICE AGREEMENT #RPW2563KMR-F PROVIDE LANDSCAPE MATERIALS AND SERVICES

THIS MASTER SERVICE AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 ("Effective Date") between VisualScape, Inc. ("Contractor") and the City of Cape Coral, Florida ("City"). Contractor and City are also referred to as "party" and collectively as the "parties". Subject to and in consideration of the mutual promises, conditions, and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **APPROVED VENDOR.** Upon execution of this Agreement and compliance with its terms, City agrees that Contractor shall be added to City's list of approved vendors for providing Landscape Materials and Services.
2. **WORK AUTHORIZATION.** From time to time, City may request services from Contractor. For each occasion on which Contractor is willing to provide requested services, the parties will enter into a work authorization ("Work Authorization" or "WA") which will describe the services to be performed and the period for performance and which will be substantially in the form attached hereto as Exhibit A. Contractor must notify City within 5 days if it accepts a Work Authorization, rejects a Work Authorization or requires changes to a Work Authorization. City may reject any acceptance or request for changes that City receives after the Work Authorization Offer Period has expired. The "Work Authorization" will be governed by and subject to the terms and conditions of this Agreement. Agreements or stipulations in any Work Authorization that are contrary to any term of this Agreement shall be void, unless Contractor and City have expressly agreed in writing that such agreement or stipulation shall supersede the terms of this Agreement.
3. **CONTRACT TERM.** The term of this agreement shall be for three (3) years from the effective date. The contract may be renewed for two additional, one-year periods, upon mutual agreement by the CITY and the CONTRACTOR.
4. **LABOR, EQUIPMENT, MATERIALS, SUPPLIES AND SERVICES**
  - a. Upon receipt of a mutually agreeable Work Authorization, Contractor shall begin furnishing the services according to the specifications and requirements of this Agreement and the Work Authorization.
  - b. All services rendered by Contractor hereunder shall be performed in accordance with industry standards. All materials and equipment furnished by Contractor in the performance of services hereunder shall be free from defects. Any of the materials, equipment, or services found to be defective shall be at Contractor's sole discretion, either removed, replaced, or corrected by Contractor without additional cost to City. Contractor shall not be liable for claims arising from or relating to latent or unknown defects.
5. **PAYMENTS:** CITY shall make payment, and CONTRACTOR shall be in receipt of all sums properly invoiced within thirty (30) days of the City's receipt of such invoice. CITY shall pay contract amount of such invoice within such thirty (30) day period. If CITY shall give such notice to the CONTRACTOR within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the CONTRACTOR the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the CONTRACTOR shall promptly refund to the CITY the amount of such overpayment.

Payments by Electronic Funds Transfer: All payments made by the City of Cape Coral, Florida will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer form. The form may be accessed on the City of Cape Coral website at:

<https://cms4files.revize.com/capecoralfl/Procurement/VENDOR%20EFT%20AUTHORIZATION%20-%20Updated%20Jan%202024.pdf>

Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information. The link below will take you to the City of Cape Coral vendor Registration page:

[https://www.capecoral.gov/department/financial\\_services/procurement/vendor\\_registration.php](https://www.capecoral.gov/department/financial_services/procurement/vendor_registration.php)

Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become register vendors and have the EFT payment form in place prior to the award of any contract.
6. **INDEPENDENT CONTRACTOR.** Contractor shall be deemed an independent contractor with respect to any and all work performed under this Agreement and any Work Authorization. It is the express understanding and

intention of the parties that no relationship of master and servant or principal and agent shall exist between City and the employees, agents, or representatives of Contractor or between the Contractor and the employees, agents, or representatives of City, by virtue of this Agreement.

7. **INGRESS AND EGRESS.** City shall secure for Contractor rights of ingress and egress to the tract of land on which the work to be performed is located. City shall advise Contractor of any limitations or restrictions to ingress and egress, and Contractor, its employees, agents, or subcontractors shall abide by such limitations and restrictions.
8. **COMPLIANCE WITH LAWS.** City and Contractor each agree to comply with all laws, rules, and regulations applicable to this Agreement or the performance of work hereunder. If either party is required to pay any fine or penalty resulting from the other party's violation of such laws, rules or regulations, the party who committed the direct violation shall immediately reimburse the other for any such payment.
9. **FORCE MAJEURE.** Except for the duty to make payments hereunder when due, and the indemnification provisions under this Agreement, neither City nor Contractor shall be responsible to the other for any delay, damage, or failure caused by or occasioned by a Force Majeure Event. As used in this Agreement, "Force Majeure Event" shall mean: Any act of God, act of nature or the elements, terrorism, insurrection, revolution or civil strife, piracy, civil war or hostile action, labor strikes, acts of public enemies, federal or state laws, rules and regulations of any governmental authorities having jurisdiction over the premises, inability to procure material, equipment, or necessary labor in the open market, acute and unusual labor, material, or equipment shortages, or any other causes (except financial) beyond the control of either party. Delays due to any of the above causes shall not be deemed to be a breach of or failure to perform under this Agreement. Neither City nor Contractor shall be required against its will to adjust any labor or other similar dispute except in accordance with applicable law.
9. **INTELLECTUAL PROPERTY.** Contractor retains all intellectual property rights in any property invented or composed in the course of or incident to the performance of Contractor's work required under this Agreement. City acquires no right or interest in any such intellectual property, by virtue of this Agreement or the work performed under this Agreement.
10. **INSURANCE.**
  - a. At all times during the term of this Agreement, Contractor shall, at its own expense, maintain with an insurance company or companies authorized to do business in the state where the work is to be performed, or through a funded or state approved self-insurance program, insurance coverage of the kind and in the minimum amounts listed in Exhibit B, which Exhibit is attached and incorporated into this Agreement.
  - b. Upon advance written notice, Contractor shall provide additional amounts or kinds of insurance as may reasonably be deemed necessary by City from time to time in response to the ongoing nature of operations and changes in exposure to loss, but only to the extent the insurance is commercially available.
11. **DAMAGE LIABILITY.** The awarded CONTRACTOR shall be responsible for all claims filed for damage to private property, windows, screen enclosures, real estate signs, etc. Additionally, the CONTRACTOR shall be responsible for damage to all public property or utility property, fire hydrants, catch basins, guy wires telephone pedestals, etc. Copies of all damage claims shall be submitted to the Procurement Division.
12. **INDEMNITY**
  - a. Contractor agrees to protect, defend, indemnify and hold harmless City, its officers, directors, employees or their invitees, and any working interest owner or non-City for whom City is obligated to perform services, from and against all claims, demands, and causes of action of every kind and character without limit arising out of Contractor's or its subcontractors' performance or nonperformance of this Agreement, except for such as may be caused by the negligence of City, its agents or employees. Contractor's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City. If it is judicially determined that the monetary limits of the insurance required hereunder or of the indemnities voluntarily assumed in this Paragraph (which Contractor and City hereby agree will be supported either by available liability insurance under which the insurer has no right of subrogation against the indemnitees, or voluntarily self-insured, in part or whole) exceed the maximum limits permitted under applicable law, it is agreed that said insurance requirements or indemnities shall automatically be amended to conform to the maximum monetary limits permitted under such law.
  - b. City and Contractor each waive any right to special, indirect and consequential damages against the other party hereto.

13. **RECORD RETENTION.** The awarded CONTRACTOR shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City of Cape Coral reserves the right to determine the record-keeping method in the event of non-conformity. If a Public Construction Bond is required records shall be maintained for ten (10) years, after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

Records of the Contractor's personnel, sub-consultants, and the costs pertaining to the Project shall be kept in accordance with generally accepted accounting practices. Contractor shall keep full and detailed accounts and financial records pertaining to the provision of services for the City. Prior to commencing work, Contractor shall review with and obtain the City's approval of the accounting procedures and records to be utilized by the Contractor on the Project. Contractor shall preserve the aforementioned Project records for a period of ten (10) years after final payment, or for such longer period as may be required by law.

The failure of Contractor to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Contract and the CITY shall enforce the Default in accordance with the provisions set forth. If an audit inspection or examination in accordance with this article discloses overpricing or overcharges to the CITY (of any nature) by Contractor and/or sub-contractor(s) the CITY shall be entitled to adjustment and reimbursement or recovery in the amount of such overpricing or overcharging. If the amount of the overpricing or overcharging is determined to be more than One Hundred Thousand and No/100 Dollars (\$100,000.00), in addition to adjusting for the overcharges, the reasonable actual cost of the CITY's audit shall be reimbursed to the CITY by Contractor. Any adjustments and/or payments which must be made because of any such audit or inspection of Contractor's invoices and/or record shall be made within a reasonable amount of time (not to exceed thirty (30) calendar days) from presentation of the CITY's findings to Contractor. This provision survives the expiration of this Agreement.

14. **TERMINATION OF WORK.** City may, upon ten (10) days advance written notice, in its sole discretion, terminate work covered by any Work Authorization issued hereunder. In such event, Contractor shall be paid at the applicable rates stipulated in Contractor's Rate Schedule or Bid or as the parties otherwise agree, for services rendered up to the date of such termination.
15. **TERM; CANCELLATION.** This Agreement shall remain in effect until cancelled by either party hereto by giving the other party ten (10) days written notice. If work then being performed pursuant to this Agreement or any Work Authorization extends past such ten (10) day period, then the cancellation shall not be effective until that work is completed.
16. **NOTICE.** Unless otherwise specified in this Agreement or any Work Authorization, any notice required under this Agreement shall be in writing, addressed as follows:

If to Contractor:

Ivan C. Vila  
President  
17801 NW 137 Avenue  
Miami, FL 33018  
Email: IVila@visualscapeinc.com

If to City:

Procurement Division  
Attn: Kelsey Reed  
PO Box 150027  
Cape Coral, FL 33915  
Email: kreed@capecoral.gov

17. **E-VERIFY VALIDATION.** As a condition precedent to entering into this CONTRACT and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**Contractor must include E-Verify Memorandum of Understanding (MOU) Verification document.**

18. **NO WAIVER.** No waiver by either party of any of the terms, provisions or conditions of this Agreement shall be effective unless the waiver is in writing and signed by an authorized representative of both parties.
19. **ASSIGNMENT.** Neither party shall assign this Agreement, either in whole or in part, without the express prior written consent of the other party hereto. Any such attempted assignment shall be void.
20. **SEVERABILITY.** In the event any provision of this Agreement is inconsistent with or contrary to any applicable law, rule, or regulation, the provision shall be deemed to be modified to the extent required to comply with the law, rule, or regulation, and this Agreement, as so modified, shall continue in full force and effect.

21. **GOVERNING LAW.** The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract, each party shall be responsible for its own reasonable costs and attorney's fees. The Parties hereby waive their respective right, title, or interest to a trial of any disputed issues or facts by a jury.
22. **EXHIBITS.** The following Exhibits are attached hereto and made a part of this Agreement for all purposes:
- Exhibit A – Sample Work Authorization Form  
Exhibit B - Insurance Requirements  
Exhibit C – Contract Documents
23. **OTHER CONTRACTS.** Unless the parties have expressly agreed otherwise, this Agreement shall not apply to, and shall not alter, modify or supersede any other written Agreement between the parties, whether such other Agreement was entered into before or after the Effective Date.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written. Both parties agree that a single original of this Agreement will be executed.

**CITY:**

City of Cape Coral

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

**CONTRACTOR:**

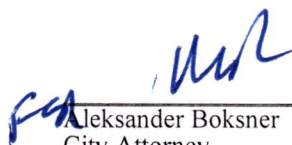
VisualScape, Inc

By:  \_\_\_\_\_

Printed name: Ivan C. Vila

Title: President

**CITY LEGAL REVIEW:**

 Aleksander Boksner 4.17.2025  
City Attorney Date



**SAMPLE WORK AUTHORIZATION FORM**

This Work Authorization #(vendor initials-#), dated \_\_\_\_\_, 2025, is hereby issued pursuant to the Master Service Agreement for (Agreement Title) ("Agreement") #(agreement number), dated (date of agreement), between The City of Cape Coral, Florida ("CITY") and (vendor)("CONTRACTOR").

All terms used herein shall have the same meaning as defined in the Agreement unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth below, CITY and CONTRACTOR agree as follows:

The following exhibits are attached hereto and incorporated into this Work Authorization:

- EXHIBIT A      SCOPE OF SERVICES**
- EXHIBIT B      TECHNICAL SPECIFICATIONS AND PLANS**
- EXHIBIT C      COST PROPOSAL**

CITY hereby authorizes CONTRACTOR to provide the following services as follows:

1. **SPECIFIC SCOPE OF PROJECT:** Provide CONTRACTOR with further details than what is included with the agreement.
2. **CONTRACTOR DUTIES:** The scope of required services under the proposed work authorization shall include, but is not limited to the following:
  - a. **Technical Specifications and Plans:** Include any technical specifications and plans that the CONTRACTOR is required to do for this specific project.

**ARTICLE 2  
SCHEDULE**

The services under this Work Authorization shall commence by \_\_\_\_\_, and shall be completed by \_\_\_\_\_. A detailed services schedule is attached.

**ARTICLE 3  
COMPENSATION**

The compensation for the services under this Work Authorization shall be \$\_\_\_\_\_ as quoted by the CONTRACTOR.

The CONTRACTOR and the CITY agrees to the fee of xxxxxx dollars and xx cents. (\$xxxx.xx) for the cost of the project as specified in the attached EXHIBIT A.

**ARTICLE 4  
QUALIFICATIONS AND SPECIAL REQUIREMENTS**

The services to be provided under this Work Authorization are subject to the following special requirements and qualifications:

## EXHIBIT A - RPW2563KMR

List any special qualifications, licenses, crew numbers that are required for this project.

All terms and conditions of the Agreement shall remain in full force and effect unless waived or modified by an express provision of this Work Authorization.

### CITY

The City of Cape Coral, Florida

By: \_\_\_\_\_

Print Name: Mike Ilczyszyn

Its: City Manager

Date: \_\_\_\_\_

### CONTRACTOR

Vendor Name

By: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
USE OF AND RELIANCE BY THE  
City of Cape Coral ONLY:

By: \_\_\_\_\_

Aleksandr Boksner  
City Attorney



**PROJECT: Purchase of Landscape Materials and Services (RPW2563KMR)**

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The City reserves the right to request additional documentation regarding insurance provided.*

- a. Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 personal and advertising injury

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

\$1,000,000 combined single limit (CSL); or  
\$500,000 bodily injury per person  
\$1,000,000 bodily injury per accident  
\$500,000 property damage per accident

- c. Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

**Workers' Compensation:**

Statutory

**Employers' Liability will have minimum limits of:**

\$1,000,000 per accident  
\$1,000,000 disease limit  
\$1,000,000 disease – policy limit

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

**Verification of Coverage:**

- 1.** Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The "Certificate Holder" shall read as follows:**

City of Cape Coral  
P.O. Box 150027  
Cape Coral, Florida 33915-0027

- b. The "Description of Operations/Locations/Vehicles" shall read as follows:**

*"The City of Cape Coral is named as an Additional Insured with respect to the General Liability policy, including Products and Completed Operations coverage."*

**Special Requirements:**

- 1.** An appropriate "Indemnification" clause shall be made a provision of the contract.



**Project-Specific Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract for specific risks in addition to minimum requirements. The City reserves the right to request additional documentation regarding insurance provided.*

- **Pollution/Environmental Pollution Liability** – cover third parties against bodily injury and property damage caused by hazardous waste materials released during business operations, reimbursement of mandated off-site clean-up costs, and Legal costs to investigate or settle pollution-related claims. Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

*\*Minimum completed operations period—5 years for environmental services/work and site/dirt work (excavation, paving, landscaping, and digging).*



17801 NW 137 Avenue  
Miami, FL 33018

Contact:  
Ivan C. Vila, 305-362-2404, [IVila@visualscapeinc.com](mailto:IVila@visualscapeinc.com)



City of Cape Coral  
Financial Services Department

**RFP – RPW2563KM**  
**Provide Landscape Materials and Services**



March 25, 2025

City of Cape Coral  
Financial Services Department – Procurement

Re: RFP #RPW2563KMR – Provide Landscape Materials and Services

Thank you for allowing us the opportunity to participate in this proposal response for the City of Cape Coral. We understand the importance in providing quality landscape and irrigation services. VisualScape is a locally owned, full-service landscape team of seasoned green industry experts with over 30+ years of collective experience in Landscape Maintenance, Landscape Installation, Design, Arbor care, Tree trimming, Irrigation, Horticultural services, Floriculture and Pest Control Services.

VisualScape was founded on June 21, 2011, by Mr. Ivan C. Vila, President. Mr. Vila is a well-rounded business professional with over 25 years of green industry experience and a proven track record of implementing customer service initiatives and quality control measures in two nationally acclaimed industry companies servicing the South Florida, tri-county area.

Our team has successfully completed large landscape projects to the following government entities such as: City of Coral Gables, Town of Cutler Bay, City of Hialeah, Village of Pinecrest, City of Sunny Isles Beach, City of Tamarac, City of Fort Lauderdale, City of Miami, City of Miami Beach, Florida Department of Transportation, City of Deerfield Beach, City of Doral, Miami Dade County, City of Pompano Beach, City of Oakland Park, Miami International Airport along with other State and Federal contracts.

VisualScape, Inc. has a proactive approach as it pertains to safety, attention to details, quality assurance, and superb customer service. We are confident in our ability to exceed the needs described in the scope of services, and we are prepared to respond to all of your requirements.

Respectfully,

A handwritten signature in blue ink, appearing to read "I. Vila", written over a light blue circular background.

Ivan C. Vila  
President  
VisualScape, Inc.  
ivila@visualscapeinc.com



### *About VisualScape*



VisualScape is a locally owned, full-service landscape team of seasoned green industry experts with over 30+ years of experience in Landscape Maintenance, Landscape Installation, Design, Arbor care, Tree trimming, Irrigation, Horticultural services, and Pest Control Services. VisualScape, Inc. proactive, customer-driven business model

provides customers with a stress-free experience and guarantees that its client's grounds will look impeccable.

VisualScape was founded on June 21, 2011, by Mr. Ivan C. Vila, President. Mr. Vila is a well-rounded business professional with over 25 years of green industry experience and a proven track record of implementing customer service initiatives and quality control measures in two nationally acclaimed industry companies servicing the South Florida, tri-county area. The key members of our team have worked together for over 20 years and have over 30 years of experience in the green industry.

We use an innovative model to manage our customer relations (CRM) – unheard of in Florida's landscape industry, but successfully used in other states. The Client Relations Model provides a single point of contact for our client, facilitating proactive communication to ensure efficient, valuable service delivery. Your CRM representative will make sure your needs are taken care of, bring to your attention preventive measures and efficient/effective solutions to keep your landscape healthy. Our main goal is to free you from managing your landscaping while keeping your gardens looking great!

We have combined our extensive years of experience installing and maintaining landscapes with a customer-driven business model to guarantee not only that your grounds are going to look impeccable but that you will have one less thing to worry about.

We take pride and ownership at every property that we service, and always consider the customer first in every decision we make. We are confident in our ability to meet and exceed your expectations.

We are committed to complete customer satisfaction and providing you with the highest quality landscape management services.

“Our family of green industry professionals create partnerships with our customers by providing beautiful landscape solutions.”



### *Quality Assurance Plan*

VisualScape Inc. realized that in order to provide a quality service it must rely on It's employees at all levels to be trained in their specific area of responsibility and to be able to complete their assigned tasks utilizing proven industry practices.

VisualScape provides ongoing training and education in order to provide the essential skills & knowledge to deliver the landscape and horticultural services required by our clients.

Our focus and attention to detail will ensure we are delivering the highest level of service possible at all times. You will therefore see quality inspections, comprehensive crew training, a detailed process to support this training, focused attention from a Client Relations Manager, and our encouragement of greater participation from you to ensure that the detail consistently meets your expectations.





## QUALITY ASSURANCE PROCESSES

**Site Evaluations:** Site evaluations are conducted monthly, at a minimum. It can be arranged more frequently if requested by the client. We ask that a client representative is available to accompany our Site Manager or Client Relations Manager during the site evaluation process. The site evaluation will focus on and identify the following:

- Review scope of work vs. performed work: identify any areas needing attention.
- Site Cleanliness: ensuring site is clean and free of landscape debris and litter.
- Risk Management: identifying & correcting any safety violations or hazards.
- Damages or repairs: identifying areas that may have been damaged due to our scope of work and repairing such damages.
- Crew training: conduct training with crew on identified areas during inspection needing reinforcement, such as pruning, debris pick-up, proper mower operation, and job site safety.



**CRM (Customer Relations Manager) Model:** The CRM model's main objective is to provide clear and proactive communication to our customers in order to enhance customer satisfaction. The CRM model takes what is known as the "Account Manager" role and splits it in two: CRM (responsible for customer communication and development), and PM -production manager – (responsible for production).

Here is what this means to our customers:

- One point of contact for all your landscape needs
- Clear and pro-active communication
- Quick response time
- Minimize the time clients have to spend on managing the landscape
- Provide landscape budgets and solutions
- Monthly evaluations from both the CRM and PM provides accountability and improved quality

**Employee Orientation:** VisualScape's orientation is the introduction of employees to their jobs, co-workers and the organization by providing them with information regarding such items as quality service and safety standards, policies, procedures, company mission, goals, and culture.

It is absolutely necessary for the new employee to know that he/she will be entering a company where the health and safety of the employees are of primary importance, that complying with and ensuring compliance with safety measures and procedures



is of extreme value, and that compliance with this duty can be rewarded, whereas noncompliance can result in disciplinary actions that can include dismissal. During this orientation we make it clear that the booklet they receive, the Workplace Safety Program, contains all the regulations in condensed form that will help them behave in a manner that will prevent accidents and problems while working; therefore, it is reviewed carefully.

**Employee Performance Evaluations & Incentives:** Our Company conducts yearly employee evaluations. Performance is measured and rewarded based on key competencies including safety, quality, customer service, and job performance. Incentives such as merit bonuses and/or barbeques for top production crews are given every month.

**On the Job Training:** We encourage our employees to seek certifications and explore external resources for business related training and education. In many cases, the Company will pay for or reimburse the registration, tuition fee and or related expenses for approved seminars, workshops, and short courses conducted by recognized landscape and related trade associations.

In addition to that the Company provides internal training, for which we offer a wide variety of technical and non-technical courses in-house. We identify the needed courses through our site evaluations, customer feedback, performance evaluations and needs assessments. The training is conducted by our management team or resources such as vendors and suppliers that provide the latest trend and technology in the most commonly used industry equipment & products.

**Safety Tool Box Meetings:** Meetings held once a week at VisualScape yard. It is mandatory for all employees to attend. Topics are chosen from our library of 52 safety topics or the Workplace Safety Program.

**Quarterly Safety Committee Meetings:** A safety committee has been established to recommend improvements to our workplace safety program, and to identify corrective measures needed to eliminate or control recognized safety and health hazards.





The safety committee shall determine the schedule for evaluating the effectiveness of control measures used to protect employees from safety and health hazards in the workplace.

The safety committee will be responsible for assisting management in the following functions:

- Reviewing workplace safety rules
- Evaluating employee accident and illness prevention programs
- Providing and monitoring workplace safety education and training
- Review status of accidents occurred
- Safety supplies request & inventory

The safety program will be updated by evaluating employee accident injury records, establishing trends and patterns, and formulating corrective measures to prevent recurrence.

Safety committee members will participate in safety training and monitor workplace safety education and training to ensure that the safety program is being followed and pertinent information is being documented. Meetings are held quarterly.





### *Emergency Plan*

In the event of a catastrophic emergency, equipment including trucks, loaders, woodchippers, hand tools, trucks, trailers, and all necessary equipment to perform job operations are available at the client's request. Emergency routes will be provided by supervisors and managers.

VisualScape participates and fully understands the disaster response plan in the cities and all adjoining cities within our service area and follows their guidelines.

Emergency grids will be set up for employees working during an emergency. VisualScape maintains an active pre-disaster plan in addition to a post-disaster plan, which includes five means of communication. Communication plans among management includes: cell phone, mobile radio, PDA, email, and smart phones. No employee will be left working alone; team action will be implemented. All communication / IT equipment will be forwarded to mobile devices to keep open lines of communication with clients, employees, and vendors.

Crew members will report to an assigned supervisor, who will take visual head counts based on current employee rosters. All Managers are trained in basic first aid and safety procedures.

Emergencies can/will be reported by any employee who witnesses it. All crews have radios in which to communicate.

For catastrophic response events, "Typical Emergency Crew" consists of a four-man crew, dump truck, dump trailer, and all necessary saws and hand tools. Loader, skid steer, and woodchipper can also be provided as needed. Emergency crew is billed separately from contract revenues at a per our rate.

#### Local Emergency Call List:

Ivan C. Vila (President / CRM)	786.859.1331
Juan C. Vila (Director of Operations)	786.288.9393
Adrian Rivero (Operations Manager)	786.367.4686
Jose M. Quintero (Administrative)	305.362.2404
Karina Perez (Administrative)	305.362.2404
Victor Perez (CRM)	786-236-3148



**Bio:**

Ivan C. Vila is the founding owner at VisualScape, Inc., responsible for managing VisualScape resources, including directly leading the corporate management team as well as overseeing all aspects of the company operations. Mr. Vila has been the sole owner of VisualScape since its inception. He has more than 25 years of experience in the green industry performing various positions such as estimating, account management, client relations, and operations for both landscape installation and maintenance. This experience allows him to manage the business from all perspectives – client, employees, financials, etc. He has implemented procedures to ensure that everyone adheres to superb quality control measures and horticultural best practices. He is responsible for fielding and handling customer request and provides proactive communication and solutions in the areas of quality, safety, enhancements, budgeting, and scheduling. Ivan has been able to put all his knowledge, experience and training into growing and developing VisualScape, Inc into a multimillion dollar corporation. Ivan is a winner of numerous landscape awards, and has many notable projects to his credit.

## Ivan C. Vila

### President VisualScape

**Education:**

FIU (Florida International University)  
Bachelor's in Business Administration

**Professional Licenses:**

- » ISA Certified Arborist
- » FNGLA Certified Landscape Contractor
- » FNGLA Certified Irrigation Tech
- » State Certified Irrigation Specialty
- » LCLM
- » Fertilizer Applicator
- » State Certified General Contractor

**Professional Affiliations:**

- » FNGLA (Florida Nursery Growers and Landscapers Association)
- » ISA (International Society of Arboricultural)
- » TCIA (Tree Care Industry Association)
- » IA (Irrigation Association)
- » NALP (National Association of Landscape Professionals)

**Contact:**

PH: 305-362-2404  
Email: [ivila@visualscapeinc.com](mailto:ivila@visualscapeinc.com)  
17801 NW 137th Ave, Miami, FL 33018  
[www.visualscapeinc.com](http://www.visualscapeinc.com)

**Professional Experience:****VisualScape, Inc. - June 2011 – Present**

- » Responsible for customer satisfaction, safety performance, revenue growth, profitability, and employee development.
- » Oversight of Customer Relations program
- » Oversight of quality control measures
- » Manage Agronomic programs
- » Ensures landscape quality is at the highest standard

**Vila & Son Landscaping Corporation 2001-2011:**

- » Large Commercial Landscape Company that operated in 8
- » locations statewide with a range of employees of 500-900 at peak
- » Managed all aspects of a 2.2 million dollar maintenance book of business including 7 maintenance routes, 47 employees, 35 customers, and 47 properties
- » Ensured landscape quality is at the highest standard.

**Project Experience:**

- » FDOT
- » City of Cutler Bay
- » City of Pinecrest
- » US Coast Guard
- » W Hotel
- » Miami Dade County
- » Village of Pinecrest



## Juan C. Vila

C.O.O VisualScape

### Key Areas of Expertise:

- » Horticultural Knowledge
- » Integrated Pest Management
- » Budgeting & Cost Controls
- » Operations Management
- » Agronomic Programs
- » Site Safety/OSHA Compliance
- » Landscape Installation
- » Quality Control
- » Property maintenance experience
- » Project planning & scheduling

**Bio:** Juan C. Vila has more than 30 years of experience in the green industry, most of them owning an award-winning, state-wide, \$70-million a year landscaping company with more than 705 employees. His main focus has always been the building of client relationships and promoting a culture of success through integrity and commitment in his enterprises. Juan C. Vila's community work is both local and international. In addition to being executive director of the Latin Builders Association (LBA), he was an active member of Associated Builders & Contractors (ABC), Professional Landcare Network (PLANET), American Society of Landscape Architects (ASLA), Florida Nursery Growers and Landscapers Association (FNGLA), and is past chairman of FIU's Honors College Community Advisory Board. At the local level, he and his company had contributed to Habitat for Humanity of Greater Miami, building homes for low-income families; worked along with community leaders and the Miami River Commission in the rehabilitation of the Miami River and has dedicated much of its efforts in support of the Fisher House MVA, a home away from home for military families whose loved ones are being treated at a military hospital.

### Professional Experience:

#### VisualScape, Inc. - June 2011 – Present / C.O.O.

- » Oversee and enforce quality control measures
- » Manage Agronomic programs
- » Inspects and ensures landscape quality is at the highest standard prior to turnover to property management/client.
- » Oversee of Customer Relations program
- » Hire and Manage subcontractors

#### Vila & Son Landscaping Corporation 1984-May 2011 / CEO

- » Managed all aspects of multi-million dollar maintenance book of business including its maintenance routes
- » Responsible for scheduling and managing labor for assigned accounts.
- » Created and lead weekly safety and training for all branch employees.
- » Built monthly budgets and achieved monthly profit goals.

### Project Experience:

- » FDOT
- » City of Cutler Bay
- » City of Pinecrest
- » Miami Dade County
- » Village of Pinecrest

### Contact:

PH: 305-362-2404

Email: [jcv@visualscapeinc.com](mailto:jcv@visualscapeinc.com)

17801 NW 137th Ave, Miami, FL 33018

[www.visualscapeinc.com](http://www.visualscapeinc.com)



Landscape Construction Manager with 15+ years of experience with large scale landscape projects. Adrian has worked with VisualScape on all 25 FDOT landscape awarded contracts.

#### **Professional Experience:**

**VisualScape, Inc. - June 2015 – Present**

#### **Project Manager:**

- » Inspect construction & enhancement projects for efficiency, productivity, and quality control.
- » Responsible for monthly quality inspections of all performance based maintenance establishment periods
- » Completes quarterly inspections with RLA on all FDOT establishment period projects
- » Interfaced with management to ensure smooth coordination of scheduling.
- » Determines the appropriate equipment and staffing levels needed per project.
- » Approves 2-week outlook for production teams.
- » Develops relationships with key customers and vendors.
- » Ensures a safe environment for employees, customers and the general public resulting in reduced workplace accidents for the Enhancement team.
- » Responsible for high levels of customer service for government agencies & general contractors.

#### **Project Experience:**

- » E8Q83- FDOT – Performance-Based Contract: Miami Dade & Broward Turnpike
- » E4S13- FDOT – Landscaping Lump Sum Contract: Martin & ST. Lucie
- » E6K23 FDOT – A (BDI) contract for Landscaping and Tree Trimming Improvements in Monroe County.
- » E4R55 FDOT –Landscape and Irrigation Enhancements to SRA1A in Broward County
- » E6K48 FDOT –Miami Dade County- A contract that consists of Landscape improvements on State Rd 826/ Palmetto Expressway from Northwest 31 Street to FEC Railroad
- » E6L93 FDOT – A Business Development Initiative (BDI) lump sum contract that consists of landscape improvements with 2-year establishment
- » E1S55 FDOT – Lee County The work under this contract consist of installation and establishment of landscaping along the intersection of SR93 (I-75) and SR 82 (Dr. Martin Luther King Jr. Blvd)
- » E4T50 FDOT – Broward County / Landscape Installation I-75 Bold Landscape & Irrigation

## **Adrian Rivero Jr.**

### **Project Manager**

#### **Key Areas of Expertise:**

Horticultural Knowledge  
Integrated Pest Management  
Budgeting & Cost Controls  
Operations Management  
Agronomic Programs  
Safety/OSHA Compliance  
Landscape Installation  
Quality Control  
Project planning & scheduling

#### **Education & Training:**

- » Florida Certified Landscape Technician (FCLT)
- » Florida Certified Irrigation Technician
- » OSHA 30 Hours
- » Advanced MOT certified
- » Advanced Tree Trimming Training
- » Green Industry Best Practice
- » Tier 1 Illicit Discharge Detection and Elimination Training

#### **Contact:**

PH: 305-362-2404  
Mobile: 305-731-5995  
Email: riverojr@visualscapeinc.com  
17801 NW 137th Ave, Miami, FL 33018  
www.visualscapeinc.com





## Jose M. Quintero

Chief Estimator  
Contract Administrator

### Education:

University of Miami  
Accounting Major  
Business Management

### Key Areas of Expertise:

- » Horticultural Knowledge
- » Contract Management
- » Quality Control
- » Property maintenance experience
- » Project planning & scheduling
- » Project Estimating
- » Accounting & Finance

### Contact:

PH: 305-362-2404  
Email: jquintero@visualscapeinc.com  
17801 NW 137th Ave, Miami, FL 33018  
www.visualscapeinc.com



Landscape Contract Administrator with over 25 years of experience in large scale projects. Highly experienced in accounting, finance and contract management.

### Professional Experience:

#### VisualScape, Inc. - June 2011 – Present / Contract Administrator

- » Responsible for contract management and compliance
- » Assist in evaluating and determining feasibility for new contract opportunities.
- » Manage contract documents for efficiency, compliance, and quality control.
- » Prepare and analyze workload reports.
- » Responsible for high levels of customer service for owners, property managers, government agencies & general contractors.
- » Develop contract proposals to support organizational goals
- » Review contract estimates, including proposed materials, production costs
- » Ensure that all records are accurate and up to date
- » Create regular status reports regarding progress on projects
- » Reviews and prepares contracts, agreements, amendments and change orders.
- » Assists in pre-bid meetings.
- » Verification that all contractual clauses are included in documents

#### Vila & Son Landscaping Corporation 1998-2007 / Chief Estimator

- » Large Commercial Landscape Company that operated in 8 locations statewide with a range of employees of 500-900 at peak
- » Brought leadership, guidance and organization to the estimating team
- » Worked with leadership and the human resources department to establish the company's goals and ensured each contract met their objectives.

### Project Experience:

- » FDOT
- » City of Cutler Bay
- » City of Pinecrest
- » Miami Dade County
- » Village of Pinecrest



## Luis Gaxiola

### Account Manager

#### Education:

- » Bachelor's in Physics  
University of South Florida
- » Associate in Art  
Pasco-Hernando State College - New Port Richey, FL

#### Skills

- » Training & Development (3 years)
- » Team Building (3 years)
- » Operations Management
- » Scheduling
- » Project Management
- » Landscaping

#### Contact:

PH: 305-362-2404  
Email: lgaxiola@visualscapeinc.com  
17801 NW 137th Ave, Miami, FL 33018  
www.visualscapeinc.com



**Bio:** Account manager with 8+ years of experience in the green industry. Have moved up the green industry ladder with titles that drew recognition from management, most notably the Parks & Rec department of Tampa and the former mayor. Extensive knowledge of tropical and sub-tropical plant material, market availability and design principles. Proficient in computer skills managing emails and calendars.

#### Professional Experience:

##### VisualScape. - October 2021 – Present

- » Ensures landscape quality is at the highest standard
- » Supervises all aspects of landscape contracts: ground maintenance , pest control, fertilization, tree trimming and irrigation
- » Oversees crew, extensive knowledge in safety training and disciplinary process.

##### Green Expectations Landscaping - 2014-2021:

- » General Manager• Handled all daily operations in a sustainable and efficient manner. • Hired qualified employees as needed. • Disciplined and/or terminated employees when necessary. • Met with all employees each morning to communicate vision, answer any questions and attempt to raise moral. • Directly communicated with accounts through email, call and text. • Dealt with any complaints, work orders and emergencies as soon as possible. • Communicated with foremen and multiple crews daily operations, safety instructions and procedures. • Traveled to and inspected multiple accounts prior and after regular maintenance to ensure quality expectations were exceeded and noted any concerns. • On occasion tended to any concerns out of the regular scope of work to develop strong and lasting relationships with properties. • Submitted potential project proposals to enhance properties and increase profits. • Tended to any emergency requests from crews, foremen and accounts. • Accurately calculated total hours worked per person, resolving any gaps in timecards and submitted to payroll.
- » Project Manager• Ensured all work was completed ahead of deadlines and under budget. • Worked efficiently under extreme pressure. • Made calculated decisions in a timely fashion in an everchanging environment. • Followed all FDOT regulations and MOT guidelines.
- » Spray/Fertilizer Tech• Followed all safety regulations including proper use of PPE and maintained a clean and tidy work space. • Scheduled and created routes in a manner to achieve maximum efficiency. • Followed correct mix-rates of all chemicals. • Diagnosed and treated a variety of lawn and plant diseases as well as weeds.





## Adrian Rivero

### On-Site Production Manager

#### Key Areas of Expertise:

Horticultural Knowledge  
 Integrated Pest Management  
 Budgeting & Cost Controls  
 Operations Management  
 Agronomic Programs  
 Safety/OSHA Compliance  
 Landscape Installation  
 Quality Control  
 Property maintenance experience  
 Project planning & scheduling

#### Education & Training:

- » Florida Certified Landscape Technician (FCLT)
- » Florida Certified Irrigation Technician
- » OSHA 30 Hours
- » Confined Space Entry Competent Person Course
- » Forklift Operator Course
- » Business Management
- » Florida International University (2007)

#### Contact:

PH: 305-362-2404  
 Email: arivero@visualscapeinc.com  
 17801 NW 137th Ave, Miami, FL 33018  
 www.visualscapeinc.com



Landscape Construction Manager with 20+ years of experience with large scale projects.

#### Professional Experience:

**VisualScape, Inc. - June 2011 – Present**

#### Project Supervisor: Landscape Division

- » Responsible for the scheduling, hiring, and management in the areas of production.
- » Interfaced with management to ensure smooth coordination of scheduling.
- » Determines the appropriate equipment and staffing levels needed per project.
- » Approves 2-week outlook for production teams.
- » Inspect construction & enhancement projects for efficiency, productivity, and quality control.
- » Develops relationships with key customers and vendors..
- » Ensures a safe environment for employees, customers and the general public resulting in reduced workplace accidents for the Enhancement team.
- » Responsible for high levels of customer service for owners, property managers, government agencies & general contractors.

#### **Vila & Son Landscaping Corporation 2000-2011:**

- » Large Commercial Landscape Company that operated in 8 locations statewide with a range of employees of 500-700 at peak
- » Responsible for the scheduling, hiring, and management of a workforce of up to 160 people in the areas of production and purchasing.
- » Determined the appropriate equipment and staffing levels needed per project.
- » Inspected construction projects for efficiency, productivity, and quality control.
- » Ensured a safe environment for employees, customers and the general public resulting in reduce workplace accidents for the Landscape team.

#### Project Experience:

- » FDOT
- » US Coast Guard
- » Miami Dade County
- » Village of Pinecrest

## **RFP #RPW2563KMR - APPROACH:**

VisualScape has read and has a complete understanding of the scope of work and RFP prequalification pool requirements and process. Our previous experience with similar contracts for municipalities such as Miami-Dade County, City of Miami Beach, Florida Department of Transportation and Town of Cutler Bay, provides the knowledge of the pricing process through the award, installation and required establishment period.

VisualScape has the experience, staff and equipment to successfully provide the City of Cape Coral with the professional, productive and responsive Landscape Services requested in this RFP. We are confident in our ability to not only meet but exceed every expectation.

Upon execution of the commencement letter for awarded projects, VisualScape will request a meeting with all involved management to set the ground work for each location and contractual services to be provided. At this meeting we will formally introduce our management team and project preliminary schedule. VisualScape will assign the management, supervision, and crews that will service awarded work until completion.

VisualScape will conduct a site visit with the Customer Relations Manager (CRM), Production Manager, and crew Supervisor to clearly define site boundaries and required services to be provided at each location prior to the commencement. During this meeting we will also conduct our first tool box safety meeting in which we will discuss in detail the safety requirements.

It is our goal to provide The City with a worry-free contract and gain the trust that our current customers already have in VisualScape. Once we take on a customer/property we take ownership and provide a long-term partnership. Ultimately, we have the same Goal in mind keep the landscaping healthy at FL#1 or better while complying with all the horticultural and safety rules and regulations and maintaining the original design intent of the landscape.

Our VisualScape Team creates partnerships with all of our customers and we take pride and ownership of all the properties we work on. If additional services / requests are required at any time we VisualScape will accommodate. Please consider us as a part of your team.

## SAFETY & MOT:

VisualScape, Inc. provides in-house trainings, for which we offer a wide variety of safety, technical and non-technical courses. We identify the needed courses through our site evaluations, customer feedback, performance evaluations and needs assessments. The training is conducted by our management team or resources such as vendors and suppliers. We ensure that they will provide us with the latest safety trainings, and updates on new technology in the most commonly used industry equipment & products.

**Safety Tool Box Meetings:** Our safety meetings are held once a week at VisualScape yard. It is mandatory for all employees to attend. Topics are chosen from our library of 52 safety topics or the Workplace Safety Program. In Addition to these more specific meetings are held at Job locations to review job specific safety criteria.

**Quarterly Safety Committee Meetings:** A safety committee has been established to recommend improvements to our workplace safety program, and to identify corrective measures needed to eliminate or control recognized safety and health hazards. The safety committee will determine the schedule for evaluating the effectiveness of control measures used to protect employees from safety and health hazards in the workplace.

The safety committee will be responsible for assisting management in the following functions:

- Reviewing workplace safety rules
- Evaluating employee accident and illness prevention programs
- Providing and monitoring workplace safety education and training
- Review status of accidents occurred
- Safety supplies request & inventory

The safety program will be updated by evaluating employee accident injury records, establishing trends and patterns, and formulating corrective measures to prevent recurrence.

Safety committee members will participate in safety training and monitor workplace safety education and training to ensure that the safety program is being followed and pertinent information is being documented. Meetings are held quarterly.

VisualScape Inc. realized that in order to provide a quality service it must rely on It's employees at all levels to be trained in their specific area of responsibility and to be able to complete their assigned tasks utilizing proven industry practices.

Our focus and attention to detail will ensure we are delivering the highest level of service and safety standards possible at all times. You will therefore see quality/safety inspections, comprehensive crew training, a detailed process to support this training, and focused attention from the Supervisor and project manager.

It is absolutely necessary for the new employee to know that he/she will be entering a company where the health and safety of the employees are of primary importance, that complying with and ensuring compliance with safety measures and procedures is of extreme value, and that compliance with this duty can be rewarded, whereas noncompliance can result in disciplinary actions that can include dismissal. During this orientation we make it clear that the booklet they receive, the Workplace Safety Program, contains all the regulations in condensed form that will help them behave in a manner that will prevent accidents and problems while working; therefore, it is reviewed carefully.

On the Job Training: We encourage our employees to seek certifications and explore external resources for business related training and education. In many cases, the Company will pay for or reimburse the registration, tuition fee and or related expenses for approved seminars, workshops, and short courses conducted by recognized landscape and related trade associations.

Any of our employees operating heavy machinery all though not required by law is licensed to operate that equipment, and all of our supervision team along with most of our crew members have received and OSHA 10-hour certification.

## MOT

Maintenance of Traffic is based on FDOT Standards. Special consideration will be given to secure safety of pedestrians and traffic. Work vehicles will only park on the shoulder and when possible into the landscape areas without causing damage. Cones and men working signs will be used for awareness. All work will be conducted and staged outside of the clear zone. Any vehicle on City locations will have a minimum of one class 2 amber or white flashing light that meets Society of Automotive Engineers recommended practice SAE J845 and SAE J1318. We have provided with our License details the certifications acquired by our staff.



**Would like to be your  
Professional Landscape Company**



**RPW2563KMR**  
**VisualScape Inc.**  
**VisualScape Inc.**  
**Supplier Response**

**Event Information**

Number: RPW2563KMR  
Title: Provide Landscape Materials and Services  
Type: Request for Qualification  
Issue Date: 2/19/2025  
Deadline: 3/25/2025 03:00 PM (ET)  
Notes: The City of Cape Coral is seeking proposals from interested and qualified firms for the Provide Landscape Materials and Services, #RPW2563KMR from qualified firms experienced in the State of Florida, to provide these services. Responses to this RFP will be accepted via Electronic submission only.

Please upload all documents through Ion Wave.

**Contact Information**

Contact: Kelsey Reed Procurement Specialist  
Address: 1015 Cultural Park Blvd  
City Hall - 2nd Floor/Finance-Procurement  
Cape Coral, FL 33990  
Email: kreed@capecoral.gov



## VisualScape Inc. Information

Contact: Ivan Vila  
 Address: 17801 NW 137 Avenue  
 Miami, FL 33018  
 Phone: (305) 362-2404  
 Email: IVila@visualscapeinc.com  
 Web Address: www.visualscapeinc.com

The person submitting this bid or proposal represents and warrants that he or she is duly authorized and has legal capacity to do so. This bid or proposal is authorized and is a valid and legal binding offer subject to acceptance by the City. For purposes of this bid or proposal, electronic, mechanically-applied and printed signatures, seals and dates shall be considered original signatures, seals and dates, without regard to the order in which they were affixed. The Legal Entity Name of proposer must be provided on the proposal submittal and all proposal form documents that are being submitted for the proposed goods or services requested in this solicitation. The Legal Entity Name will be used when creating the proposed goods or services contract between the Awarded Firm and the City.

Ivan C. Vila

*Signature*

*Submitted at 3/25/2025 12:25:57 PM (ET)*

IVila@visualscapeinc.com

*Email*

## Supplier Note

VisualScape will like to be your professional landscape company of choice. Thank you

## Requested Attachments

### RFP Required Forms for Submission

RFP Proposal - VisualScape.pdf

Upload your submission proposal package. Title the document: RFP Proposal - (Supplier name)

### Corporate Resolution Form

Corporate Resolution -  
VisualScape.pdf

Upload completed Corporate Resolution Form OR attach your company's corporate resolution form or document(s).  
 Title the document: Corporate Resolution - (Supplier name)

### Form 3A

Form\_3A - Not Applicable -  
VisualScape.pdf

Upload completed Form 3A, if applicable. Title the document: Form 3A - (Supplier name)

### Reference Forms

References Forms -  
VisualScape.pdf

Upload completed reference forms. Title the document: Reference Forms - (Supplier name)

### Certificate of Insurance

COI - VisualScape.pdf

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS: Contractor acknowledges to provide proof of Minimum Insurance Requirements as stated under the "Attachments" Tab. Certificate of Insurance to be provided prior to contract execution and approved by the City before the commencement of any work activities. Title the document: COI - (Supplier name)

### Business Licenses and Business Tax Receipts

Licenses and BTR -  
VisualScape.pdf

Upload copies of all business licenses and business tax receipts as required by the solicitation. Title the document: Licenses & BTR's - (Supplier name)

**Division of Corporations**Division of Corporations -  
VisualScape.pdf

Upload copy of your registration from the website www.sunbiz.org. Title the document: Division of Corporations - (Supplier name)

**E-Verify Memorandum of Understanding (MOU)**

E-Veriy MOU - VisualScape.pdf

Provide completed and returned MOU from E-Verify with submittal. Title the Document: E-Verify MOU - (Supplier name)

**Immigration Affidavit Certification**Immigration Affidavit -  
VisualScape.pdf

Provide the completed, signed and notarized Immigration Affidavit Form with submittal. Title the document: Immigration Affidavit - (Supplier name)

**Human Trafficking Affidavit**Human Trafficking Affidavit -  
VisualScape.pdf

Provide the completed, signed and notarized Human Trafficking Affidavit Form with submittal. Title the document: Human Trafficking Affidavit - (Supplier name)

**Certified Minority Business**Minority Business Form -  
VisualScape.pdf

Upload documents to verify the classification being claimed, if applicable Title it: Minority Business Form - (Supplier name)

**Bid Attributes**

<b>1</b>	<b>Taxpayer Identification Number (FEIN or Social Security #)</b> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 10%;"></div>
<b>2</b>	<b>Terms and Conditions - RFP</b> Download the Terms and Conditions document on the "Attachments" tab. Review and indicate below: <input checked="" type="checkbox"/> I have downloaded, read and agree.
<b>3</b>	<b>Specifications and Requirements</b> Please download the Specifications and Requirements located in the "Attachments" tab. <input checked="" type="checkbox"/> I have downloaded, read and agree.
<b>4</b>	<b>State of Florida, Division of Corporations</b> Please submit a copy of your registration and the corresponding document number from the website www.sunbiz.org establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations.  Indicate the document is attached and you can add any notes as required. <div style="border: 1px solid black; padding: 2px;">Document Attached</div>
<b>5</b>	<b>Collusion Statement</b> The undersigned Bidder/Proposer affirms that the proposal/bid is genuine and not collusive or sham; that the bidder/proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder/proposer, or to fix overhead, profit or cost element of said bid price, or that of any other bidder/proposer, or to secure any advantage against the City of Cape Coral of any person interested in the proposed contract; and that all statements in said proposal or bid are true. <input checked="" type="checkbox"/> I Agree

**6 Scrutinized Companies Certification**

Pursuant to 287.135 Florida Statute, s. 215.4725 and s. 215.473, A Company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency (state) or local governmental entity for goods or services of:

a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

b. One Million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the Company:

1. Is on the scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473; or

2. Is engaged in business operations in Cuba or Syria.

☒ I Agree

**7 Public Entity Crimes Act**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

☒ I Agree

**8 Discriminatory Vendor List**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

☒ I Agree

**9 Form 3A - Interest in Competitive Bid for Public Business**

Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), FL § (1983)) to be completed and returned with solicitation response. It is the bidder/proposer's responsibility to disclose this relationship, failure to do so could result in being declared non- responsive.

Form 3A can be found in the "Attachments" tab, if needed.

N/A

1  
0**Corporate Resolution**

The corporate resolution form is utilized to provide names of individuals that are legally authorized to execute agreements on behalf of the corporation, company, partnership, joint venture or entity. This may include signing of bid documents, contracts, forms, and agreements. The corporate resolution form includes the name of individuals, with their signatures and their official title with the entity submitting a bid or proposal.

Proposers must provide either the corporate resolution form (see Attachment Library) or the company's official letterhead, indicating the authority of the individuals who may sign and legally bind the company in proposals, bids, contracts, and agreements. The authorized individuals name(s) should be shown on the corporate resolution or letterhead with their typewritten name, their official title and actual signatures shown beside their name. The document should be signed and dated by an authorized agent of the company. The document should include the company's official address and phone number. If the primary qualifying agent is not the owner, an officer, a member, a joint venture managing partner, etc., describe the relationship to the company and provide proof of such relationship and/or license use agreement.

The City's form can be found in the "Attachments" tab, if needed.

☐ I am submitting City's Corporate Resolution Form

1  
1**Drug Free Workplace**

Florida Statutes Section 112.0455 is the "Drug-Free Workplace Act". The purpose of the Act is:

(a) promote the goal of a drug-free workplace within government through fair and reasonable drug-testing methods for the protection of public employees and employers.

(b) Encourage employers to provide employees who have drug use problems with an opportunity to participate in an employee assistance program or an alcohol and drug rehabilitation program.

(c) Provide for confidentiality of testing results.

☒ I Agree

1  
2**Reference Survey Forms**

Submit three (3) completed Reference Survey Forms for past projects completed within the past year, preferably of projects of similar scope and size. The City reserves the right to contact these references.

The Reference Survey Form can be found in the "Attachments" tab.

☒ I have attached completed reference form(s).

1  
3**Insurance Requirements**

See attached Minimum Insurance Requirements form for information relative to insurance requirements, found in the "Attachments" tab.

Without limiting its liability under this Invitation to Bid, the awarded bidder(s) shall procure and continuously maintain, without interruption, at its own expense, insurance specified on the enclosed form.

Neither approval nor failure to disapprove the insurance furnished by awarded bidder to the City shall relieve the awarded bidder of the awarded bidder's full responsibility to provide insurance, as required by this contract. The awarded bidder shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; included any and all option years that may be granted to that awarded bidder. The certificate of insurance shall contain the provision that the City be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the awarded bidder shall be responsible for submitting new or renewed certificates of insurance to the City at a minimum of fifteen (15) calendar days in advance of such expiration.

By submitting a response to the solicitation, respondent is agreeing to meet the insurance requirements of the project, which are subject to change.

**ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS:**

Contractor acknowledges to provide proof of Minimum Insurance Requirements as stated under the "Attachments" Tab. Certificate of Insurance to be provided prior to contract execution and approved by the City before the commencement of any work activities.

☒ I Acknowledge and Agree

1  
4**Deviations from Specifications**

Proposer shall clearly indicate all areas in which the items the proposer does not fully comply with the requirements of this specification. The decision as to whether an item fully complies with the stated requirements rests solely with the City of Cape Coral.

Please indicate all deviations.

None

1  
5**Designated Contact**

Provide a primary contact that will be available during normal work hours by phone or in person and knowledgeable of all terms of the contract.

List the name, title, phone #, and email address for the primary contact below.

Ivan C. Vila, President, (305) 362-2404, IVila@visualscapeinc.com

1  
6**Proposals to Remain Effective**

Proposals shall be effective for 120 days from Proposal Opening Date, and thereafter if accepted by the City for the term designated in this proposal. By submitting a proposal you are in agreement with this timeframe.

1  
7**Contract Term**

The Term of the Contract shall be for three (3) with the option for two (2) additional one-year periods if mutually agreed upon.

☒ I Acknowledge and Agree

1  
8**License Requirement**

It is required that the proposer hold a valid license through the State of Florida, have a local competency license and also be registered in the City of Cape Coral.

Proposer will attach copies of the documents as proof of qualifications.

☒ I Acknowledge, Agree and Attached Documents.

1  
9**City Employees**

Does your company employ any City of Cape Coral employees? Please indicate "Yes" or "No". If "Yes", note the employees name, department and division.

No

2  
0**Electronic Funds Transfer (EFT"S)**

**Payments by Electronic Funds Transfer:** All payments made by the City of Cape Coral, Florida will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer. The form may be accessed on the City of Cape Coral website at:

<https://cms4files.revize.com/capecoralfl/Procurement/VENDOR%20EFT%20AUTHORIZATION%20-%20Updated%20Jan%202024.pdf>

- Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information.

The link below will take you to the City of Cape Coral vendor Registration Page:

[https://www.capecoral.gov/departments/financial\\_services/procurement/vendor\\_registration.php](https://www.capecoral.gov/departments/financial_services/procurement/vendor_registration.php)

-

Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become register vendors and have the EFT payment form in place prior to the award of any contract.

☒ I Acknowledge



2  
1**E-Verify**

As a condition precedent to entering into this CONTRACT and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The website for E-Verify is <https://e-verify.gov>.

**NOTE: Response to this Solicitation must include E-Verify Memorandum of Understanding (MOU) Verification document. Upload the E-Verify MOU document under the Response Attachment Tab.**

**PUBLIC AGENCY CONTRACTING**

**(a)** A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**(b)** If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

**(c)1.** A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

**2.** A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

**3.** A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

**(d)** A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

☒ I Acknowledge and Agree

2  
2**Immigration Affidavit Certification**

Every contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

Complete the Immigration Affidavit Certification Form found under the Attachments Tab and upload the completed Notarized form under the Response Attachments Tab.

☒ I Acknowledge and Agree

2  
3**ARTICLE VII: Purchase and Sale of Real and Personal Property: CONE OF SILENCE**

**In accordance with Article VII, Division 1, Section 2-151 (k) of the City of Cape Coral Ordinance.**

**The Cone of Silence prohibits any communication regarding a particular RFP, RFQ or bid solicitation after they have been advertised. This Cone of Silence is designed to protect the professional integrity of the procurement**

process by shielding it  
from undue influences prior to the recommendation of contract award.

§ 2-151

(k) **Cone of Silence.**

(1) Prohibited communication. Except as set forth in subsection (4) below, during a Competitive Solicitation, a cone of silence shall be in effect between:

- a. Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to, or are currently being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative; and
- b. Any City Council member, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Council or the City Manager to evaluate, select, or make a recommendation to the City Council or the City Manager regarding a Competitive Solicitation.

(2) Effective dates. A cone of silence shall begin and shall end for Competitive Solicitations as follows:

- a. A cone of silence shall be in effect during a competitive solicitation process beginning upon the advertisement for the Competitive Solicitation, upon the receipt of an unsolicited proposal, or during such other procurement activities as declared by the City Council.
- b. The cone of silence shall terminate when either a contract is finally approved, a protest is filed pursuant to section 2-150, or the city rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation process.

(3) Notice. When the cone of silence becomes effective for a particular Competitive Solicitation, the City Manager or designee shall provide notice of the cone of silence to the City Council. The solicitation document for the goods or services shall generally disclose the requirements of this section.

(4) Permitted communication.

- a. The cone of silence shall not apply to written or oral communications to the Procurement Manager, Procurement Manager's designee or to the City Attorney's Office.
- b. Nothing contained in this section shall prohibit any person or entity subject to this section from:
  1. Making public presentations at pre-bid conferences or at a selection or negotiation meeting related to the competitive selection.
  2. Engaging in contract negotiations with the entity selected to negotiate the terms of the contract or with the City Council during a public meeting.
  3. Making a presentation to the City Council or the selection advisory committee related to the competitive solicitation.
  4. Communicating with the person or persons designated in the competitive solicitation as the contact person for clarification or information related to the competitive solicitation. The contact person shall not be a member of the selection/evaluation committee, or the person designated to negotiate the agreement.
  5. Communicating with the city attorney or purchasing and contract administration staff in writing as provided in subsection (c) below.

(5) Violations. Any action in violation of this section may be immediate disqualification of the Competitive Solicitation or shall result in the disqualification of the vendor.

(6) Exceptions. The cone of silence shall not apply to a competitive process which seeks to enter into a contract or award of money to

- perform governmental, or quasi-governmental, social or human services primarily for charitable, benevolent, humanitarian,
- or other philanthropic purposes, such as the award of grants or support assistance to organized nonprofit entities that
- promote or assist with the care, education, health, standard of living, or general welfare of people in the City of Cape Coral,
- or that promote or assist community or neighborhood enhancements.

(Ord. 25-95, 6-12-1995; Ord. 68-07, 7-23-2007; Ord. 25-23 , § 1, 4-5-2023)

☒ I Understand and Agree

## 2 Human Trafficking

Pursuant to Florida Statute 787.06, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in F.S. 787.06.

Download the Human Trafficking Affidavit from the Attachments Tab and upload the completed Affidavit in the Response Attachment Tab.

☒ I Acknowledge and Agree

## 2 FEMA Compliance

Download the FEMA Compliance 1.15.2025 Document on the "Attachments" Tab. Review and indicate below:

☒ I have Downloaded, Read and Agree

## 2 Certified Minority Business

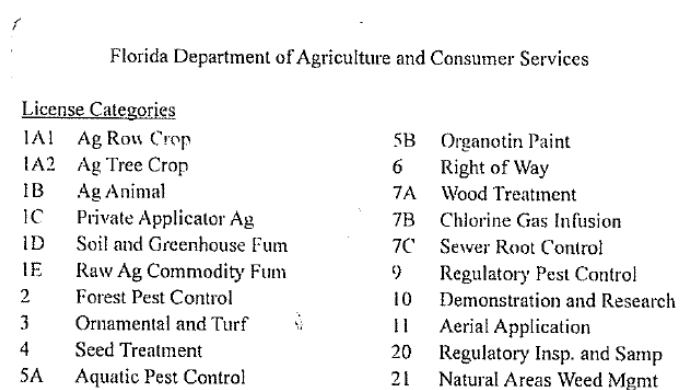
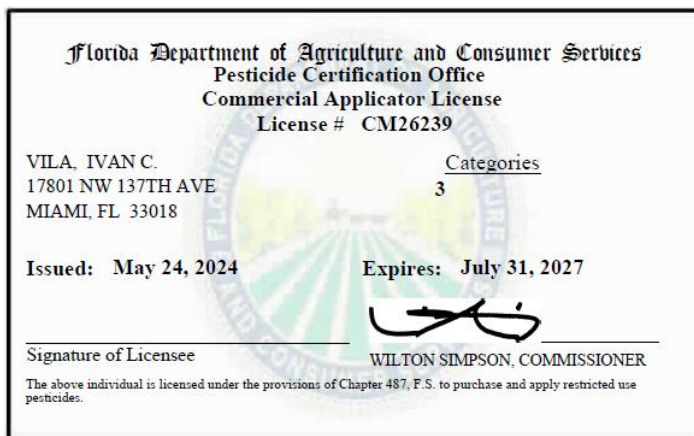
A certified minority business enterprise is defined by Florida Small and Minority Business Assistance Act of 1985. If applicable, the primary proposing firm should submit the Certified Minority Business (MBE -Minority Business Enterprise/WBE -Women Business Enterprise/SBE -Small Business Enterprise) certification documentation.

During the vendor registration process, you will select all applicable classifications and provide supporting documents. For this solicitation, we will only consider those classifications of the prime firm submitting the proposal.

Are you claiming this preference? If so, please indicate below which classification and attach the applicable **State of Florida certification** document in the "Response Attachments" tab.

State of Florida Certification attached

## VISUALSCAPE LICENSES AND CERTIFICATIONS:





008650

# Local Business Tax Receipt

Miami-Dade County, State of Florida  
-THIS IS NOT A BILL- DO NOT PAY

# LBT

7265536

BUSINESS NAME/LOCATION  
VISUALSCAPE INC  
17801 NW 137TH AVE  
MIAMI FL 33018

RECEIPT NO.  
RENEWAL  
7553190

**EXPIRES  
SEPTEMBER 30, 2025**

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

OWNER  
VISUALSCAPE INC  
C/O IVAN C VILA QUALIFIER

SEC. TYPE OF BUSINESS  
196 GENERAL BUILDING CONTRACTOR  
CGC1526863

PAYMENT RECEIVED  
BY TAX COLLECTOR  
\$75.00 08/26/2024  
INT-24-472346

Worker(s) 10

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

006983

# Local Business Tax Receipt

Miami-Dade County, State of Florida  
-THIS IS NOT A BILL- DO NOT PAY

# LBT

7196149

BUSINESS NAME/LOCATION  
VISUALSCAPE INC  
17801 NW 137TH AVE  
HIALEAH FL 33018-6409

RECEIPT NO.  
RENEWAL  
7478421

**EXPIRES  
SEPTEMBER 30, 2025**  
Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

OWNER  
VISUALSCAPE INC  
C/O IVAN C VILA PRES

SEC. TYPE OF BUSINESS  
196 SPECIALTY BUILDING CONTRACTOR  
SCC131151702

PAYMENT RECEIVED  
BY TAX COLLECTOR  
\$75.00 08/26/2024  
INT-24-472346

Worker(s) 10

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

005463

# Local Business Tax Receipt

Miami-Dade County, State of Florida  
-THIS IS NOT A BILL- DO NOT PAY

# LBT

6856166

BUSINESS NAME/LOCATION  
VISUALSCAPE INC  
17801 NW 137TH AVE  
HIALEAH FL 33018-6409

RECEIPT NO.  
RENEWAL  
7130750

**EXPIRES  
SEPTEMBER 30, 2025**  
Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

OWNER  
VISUALSCAPE INC  
C/O IVAN C VILA, PRES

SEC. TYPE OF BUSINESS  
213 SERVICE BUSINESS  
LC233818

PAYMENT RECEIVED  
BY TAX COLLECTOR  
\$75.00 08/26/2024  
INT-24-472346

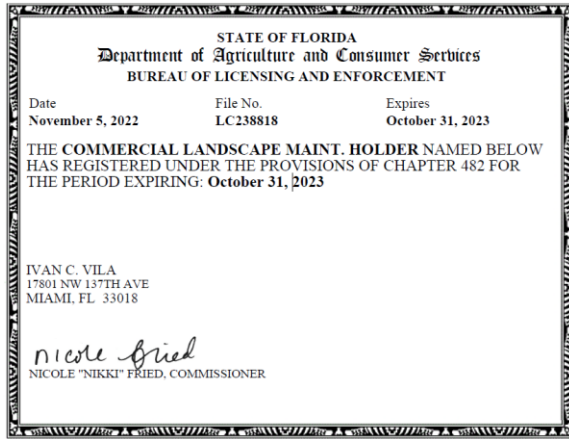
Employee(s) 10

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)





2024 - 2025

**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025****Business Name:** VISUALSCAPE INC**Receipt #:** 324-246901**Business Type:** LAWN MAINTENANCE/LANDSCAPE  
(LAWN MAINTENANCE)

**Owner Name:** IVAN C VILA  
**Business Location:** 770 SW 12TH AVE  
 POMPANO BEACH  
**Business Phone:** 305-362-2404

**Business Opened:** 02/16/2012  
**State/County/Cert/Reg:**  
**Exemption Code:**

Rooms	Seats	Employees	Machines	Professionals
		6		

2024 - 2025

**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**


115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025****Business Name:** VISUALSCAPE INC**Receipt #:** 189C-312325**Business Type:** TREE TRIMMING/TREE MAINTENANCE  
(TREE TRIMMING)

**Owner Name:** IVAN C VILA  
**Business Location:** 770 SW 12TH AVE  
 POMPANO BEACH  
**Business Phone:** 305-362-2404

**Business Opened:** 06/21/2011  
**State/County/Cert/Reg:** A-1090  
**Exemption Code:**

Rooms	Seats	Employees	Machines	Professionals
		12		

CITY OF CORAL GABLES, FLORIDA LOCAL BUSINESS TAX RECEIPT			
		CUST. NO. 224695 RECEIPT NO. BT-0025013320 <b>2024-2025</b>	
<b>BUSINESS NAME:</b> VISUALSCAPE INC <b>DBA NAME:</b> LANDSCAPE		<b>LOCATION:</b> VARIOUS LOCATIONS	
<b>CLASSIFICATION:</b> 1 Landscape Maintenance Contract 2 3 4 5 6	<b>NO. OF UNITS</b> 9	<b>UNIT DESCRIPTION</b> PERSONS	<b>AMOUNT PAID:</b> \$ 42.60
<b>BUSINESS TAX RECPT RENEWAL</b>			
** This receipt does not constitute authority to begin operating at this location without a Certificate of Use and Inspection Approval **		VALID ONLY AT LOCATION ABOVE. RECEIPT EXPIRES 09/30/2025	









[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

[Previous On List](#)   [Next On List](#)   [Return to List](#)



**No Events   No Name History**

## Detail by Entity Name

Florida Profit Corporation  
VISUALSCAPE, INC.

### Filing Information

<b>Document Number</b>	P11000057735
<b>FEI/EIN Number</b>	45-2599402
<b>Date Filed</b>	06/21/2011
<b>State</b>	FL
<b>Status</b>	ACTIVE

### Principal Address

17801 NW 137th Ave  
MIAMI, FL 33018

Changed: 01/25/2017

### Mailing Address

17801 NW 137th Ave  
MIAMI, FL 33018

### Registered Agent Name & Address

KESHEN, NELSON CESQ  
9155 SO DADELAND BLVD, SUITE 1718  
MIAMI, FL 33156

### Officer/Director Detail

#### **Name & Address**

Title President

VILA, IVAN CARLOS  
17801 NW 137th Ave  
MIAMI, FL 33018

### Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
2022	03/14/2022
2023	02/10/2023
2024	01/15/2024

### Document Images

[01/15/2024 -- ANNUAL REPORT](#)  
[02/10/2023 -- ANNUAL REPORT](#)  
[03/14/2022 -- ANNUAL REPORT](#)  
[01/14/2021 -- ANNUAL REPORT](#)  
[01/21/2020 -- ANNUAL REPORT](#)  
[02/04/2019 -- ANNUAL REPORT](#)  
[01/31/2018 -- ANNUAL REPORT](#)  
[01/25/2017 -- ANNUAL REPORT](#)  
[01/28/2016 -- ANNUAL REPORT](#)  
[01/22/2015 -- ANNUAL REPORT](#)  
[02/18/2014 -- ANNUAL REPORT](#)  
[02/17/2013 -- ANNUAL REPORT](#)  
[03/28/2012 -- ANNUAL REPORT](#)  
[06/21/2011 -- Domestic Profit](#)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> GGA Insurance Group 10689 N. Kendall Drive Suite 208 Miami FL 33176		<b>CONTACT NAME:</b> Benny Cabrera <b>PHONE (A/C, No, Ext):</b> (305) 630-4777 <b>E-MAIL ADDRESS:</b> bcabrera@ggaig.com <b>FAX (A/C, No):</b> (305) 279-3022															
<b>INSURED</b> VisualScape, Inc. 17801 NW 137 Avenue Miami FL 33018		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: FCCI Insurance Company</td> <td>10178</td> </tr> <tr> <td>INSURER B: Brierfield Insurance Company</td> <td>10993</td> </tr> <tr> <td>INSURER C: National Trust Insurance Company</td> <td>20141</td> </tr> <tr> <td>INSURER D: Richmond National Insurance Company</td> <td>17103</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: FCCI Insurance Company	10178	INSURER B: Brierfield Insurance Company	10993	INSURER C: National Trust Insurance Company	20141	INSURER D: Richmond National Insurance Company	17103	INSURER E:		INSURER F:	
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INSURER C: National Trust Insurance Company	20141																
INSURER D: Richmond National Insurance Company	17103																
INSURER E:																	
INSURER F:																	

## COVERAGES

CERTIFICATE NUMBER: CL23122222068

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL10007448702	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 Employee Benefits Liab. \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA10007448802	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	UMB10007448900	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WCD10008144401	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability (2nd Layer)	Y	Y	RN7032525601	01/01/2024	01/01/2025	Each Occurrence \$ 3,000,000 Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Coverage

## CERTIFICATE HOLDER

Visualscape Inc. 17801 NW 137th Avenue Miami FL 33018
---

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD





## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

April 10, 2024

VISUALSCAPE INC.  
17801 NW 137TH AVE  
MIAMI, FLORIDA 33018

### RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

#### FDOT APPROVED WORK CLASSES: LANDSCAPING, IRRIGATION

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:  
[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor  
Contracts Administration Office

JTII

Improve Safety, Enhance Mobility, Inspire Innovation  
[www.fdot.gov](http://www.fdot.gov)









State of Florida  
Department of Agriculture and Consumer Services  
Division of Consumer Services  
2005 Apalachee Pkwy  
Tallahassee, Florida 32399-6500

Registration No.: **AD1628**  
Issue Date: February 18, 2022  
Expiration Date: February 21, 2023

POST CERTIFICATE  
CONSPICUOUSLY

### License as Dealer in Agriculture Products

Section 604.15-604.30, Florida Statutes

VISUALSCAPE, INC.  
17801 NW 137TH AVE  
HIALEAH, FL 33018-6409

*Nicole Fried*

NICOLE "NIKKI" FRIED  
COMMISSIONER OF AGRICULTURE







<b>FDOT</b>	<b>JUAN VILA</b>
<b>Certificate:</b> 606797	Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
<b>Issued:</b> 03/09/2023	<b>Training Provider:</b> Metro Florida Safety Council
<b>Expires:</b> 02/25/2027	Tri-County Dade, Broward, Palm Beach, FL 33441 Ph: 954-603-1900
<b>Instructor:</b> J. M	
Verify this Certificate at <a href="http://www.motadmin.com">www.motadmin.com</a> .	

<b>FDOT</b>	<b>ADRIAN RIVERO</b>
<b>Certificate:</b> 604212	Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
<b>Issued:</b> 12/08/2022	<b>Training Provider:</b> Metro Florida Safety Council
<b>Expires:</b> 12/06/2026	Tri-County Dade, Broward, Palm Beach, FL 33441 Ph: 954-603-1900
<b>Instructor:</b> J. M	
Verify this Certificate at <a href="http://www.motadmin.com">www.motadmin.com</a> .	

<b>FDOT</b>	<b>ARTURO ZAZUETA</b>
<b>Certificate:</b> 606795	Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
<b>Issued:</b> 03/09/2023	<b>Training Provider:</b> Metro Florida Safety Council
<b>Expires:</b> 02/25/2027	Tri-County Dade, Broward, Palm Beach, FL 33441 Ph: 954-603-1900
<b>Instructor:</b> J. M	
Verify this Certificate at <a href="http://www.motadmin.com">www.motadmin.com</a> .	

<b>FDOT</b>	<b>LUIS GAXIGOLADELEON</b>
<b>Certificate:</b> 606800	Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
<b>Issued:</b> 03/09/2023	<b>Training Provider:</b> Metro Florida Safety Council
<b>Expires:</b> 02/25/2027	Tri-County Dade, Broward, Palm Beach, FL 33441 Ph: 954-603-1900
<b>Instructor:</b> J. M	
Verify this Certificate at <a href="http://www.motadmin.com">www.motadmin.com</a> .	

<b>FDOT</b>	<b>ALEX CONCEPCION</b>
<b>Certificate:</b> 606793	Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
<b>Issued:</b> 03/09/2023	<b>Training Provider:</b> Metro Florida Safety Council
<b>Expires:</b> 02/25/2027	Tri-County Dade, Broward, Palm Beach, FL 33441 Ph: 954-603-1900
<b>Instructor:</b> J. M	
Verify this Certificate at <a href="http://www.motadmin.com">www.motadmin.com</a> .	

<b>FDOT</b>	<b>JEAN JOSEPH</b>
<b>Certificate:</b> 606798	Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
<b>Issued:</b> 03/09/2023	<b>Training Provider:</b> Metro Florida Safety Council
<b>Expires:</b> 02/25/2027	Tri-County Dade, Broward, Palm Beach, FL 33441 Ph: 954-603-1900
<b>Instructor:</b> J. M	
Verify this Certificate at <a href="http://www.motadmin.com">www.motadmin.com</a> .	

<b>FDOT</b>	<b>FRANTZ JUSTIN</b>
<b>Certificate:</b> 606796	Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
<b>Issued:</b> 03/09/2023	<b>Training Provider:</b> Metro Florida Safety Council
<b>Expires:</b> 02/25/2027	Tri-County Dade, Broward, Palm Beach, FL 33441 Ph: 954-603-1900
<b>Instructor:</b> J. M	
Verify this Certificate at <a href="http://www.motadmin.com">www.motadmin.com</a> .	

<b>FDOT</b>	<b>LUIS SOSA</b>
<b>Certificate:</b> 606801	Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
<b>Issued:</b> 03/09/2023	<b>Training Provider:</b> Metro Florida Safety Council
<b>Expires:</b> 02/25/2027	Tri-County Dade, Broward, Palm Beach, FL 33441 Ph: 954-603-1900
<b>Instructor:</b> J. M	
Verify this Certificate at <a href="http://www.motadmin.com">www.motadmin.com</a> .	

<b>FDOT</b>	<b>ANOR AGENOR</b>
<b>Certificate:</b> 606794	Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
<b>Issued:</b> 03/09/2023	<b>Training Provider:</b> Metro Florida Safety Council
<b>Expires:</b> 02/25/2027	Tri-County Dade, Broward, Palm Beach, FL 33441 Ph: 954-603-1900
<b>Instructor:</b> J. M	
Verify this Certificate at <a href="http://www.motadmin.com">www.motadmin.com</a> .	

<b>FDOT</b>	<b>SAMUEL WATERMAN</b>
<b>Certificate:</b> 606803	Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
<b>Issued:</b> 03/09/2023	<b>Training Provider:</b> Metro Florida Safety Council
<b>Expires:</b> 02/25/2027	Tri-County Dade, Broward, Palm Beach, FL 33441 Ph: 954-603-1900
<b>Instructor:</b> J. M	
Verify this Certificate at <a href="http://www.motadmin.com">www.motadmin.com</a> .	

<b>FDOT</b>	<b>WILLIAM MATTHEWS</b>
<b>Certificate:</b> 606805	Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
<b>Issued:</b> 03/09/2023	<b>Training Provider:</b> Metro Florida Safety Council
<b>Expires:</b> 02/25/2027	Tri-County Dade, Broward, Palm Beach, FL 33441 Ph: 954-603-1900
<b>Instructor:</b> J. M	
Verify this Certificate at <a href="http://www.motadmin.com">www.motadmin.com</a> .	

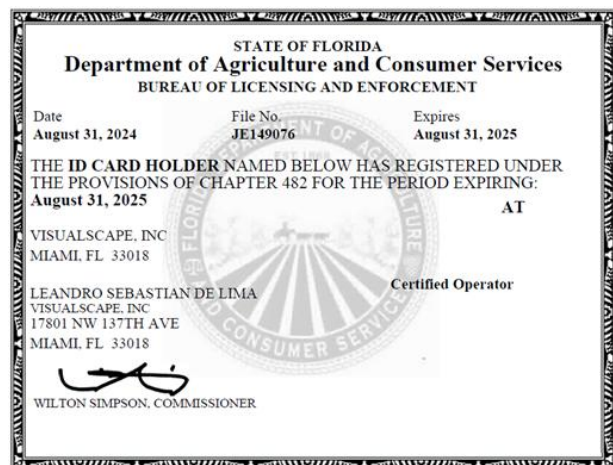
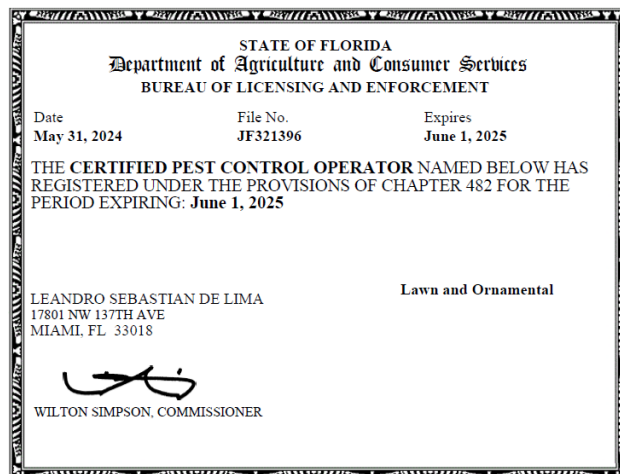
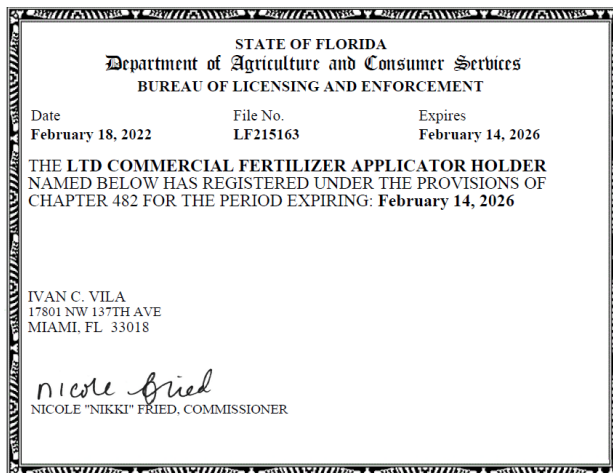
<b>FDOT</b>	<b>MILLER SARAH</b>
<b>Certificate:</b> 606802	Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
<b>Issued:</b> 03/09/2023	<b>Training Provider:</b> Metro Florida Safety Council
<b>Expires:</b> 02/25/2027	Tri-County Dade, Broward, Palm Beach, FL 33441 Ph: 954-603-1900
<b>Instructor:</b> J. M	
Verify this Certificate at <a href="http://www.motadmin.com">www.motadmin.com</a> .	

<b>FDOT</b>	<b>LUIS SOSA</b>
<b>Certificate:</b> 604221	Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
<b>Issued:</b> 12/08/2022	<b>Training Provider:</b> Metro Florida Safety Council
<b>Expires:</b> 12/06/2026	Tri-County Dade, Broward, Palm Beach, FL 33441 Ph: 954-603-1900
<b>Instructor:</b> J. M	
Verify this Certificate at <a href="http://www.motadmin.com">www.motadmin.com</a> .	

<b>FDOT</b>	<b>This Certifies that RODOLFO HERNANDEZ</b>
Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced Course.	
<b>Date Expires:</b> 01/22/2025	<b>Certificate #</b> 69311
<b>Instructor:</b> Messier R. Gilchrist	<b>FDOT Provider #</b> 140
<b>Metro Florida Safety Council</b> Phone: 954-603-1900 Tri-County Dade, Broward, Palm Beach, <a href="mailto:metrofloridasafetycouncil.com">metrofloridasafetycouncil.com</a> <a href="mailto:mtlyons@metrofloridasafetycouncil.com">mtlyons@metrofloridasafetycouncil.com</a>	
	







STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date January 24, 2023 File No. JB182032 Expires December 31, 2023

THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: December 31, 2023 AT

13351 SW 256 ST  
PRINCETON, FL 33032

MARTINEZ SPRAY SERVICE  
PO BOX 924227  
PRINCETON, FL 33032

Lawn and Ornamental

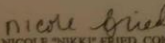
  
WILTON SIMPSON, COMMISSIONER

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date June 25, 2022 File No. LF223107 Expires July 31, 2026

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: July 31, 2026

ALFREDO MARTINEZ  
13351 SW 256 STREET  
HOMESTEAD, FL 33032

  
NICOLE "NIKKI" FRIED, COMMISSIONER

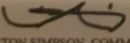
STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date May 27, 2023 File No. JF116227 Expires June 1, 2024

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 1, 2024

ALFREDO E MARTINEZ  
13351 SW 256 STREET  
PRINCETON, FL 33032

Lawn and Ornamental


  
WILTON SIMPSON, COMMISSIONER

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date May 7, 2024 File No. LF351855 Expires May 7, 2028

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: May 7, 2028

ECCLESIAS NORELIEN  
17801 NW 137TH AVE  
MIAMI, FL 33018

  
WILTON SIMPSON, COMMISSIONER

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT


Date August 31, 2024 File No. JE354259 Expires August 31, 2025

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: August 31, 2025 AT

VISUALSCAPE, INC  
MIAMI, FL 33018

ADLIN COLAGENE  
VISUALSCAPE, INC  
17801 NW 137TH AVE  
MIAMI, FL 33018

Regular

  
WILTON SIMPSON, COMMISSIONER



STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date: June 14, 2022      File No.: LF217909      Expires: March 30, 2026

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER  
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF  
CHAPTER 482 FOR THE PERIOD EXPIRING: **March 30, 2026**

ADRIAN RIVERO  
17801 N W 137 AVE  
MIAMI, FL 33018

*Nicole Fried*  
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date: August 15, 2020      File No.: LF248579      Expires: August 4, 2024

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER  
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF  
CHAPTER 482 FOR THE PERIOD EXPIRING: **August 4, 2024**

WILFRID MILIEN  
17801 NW 137TH AVE  
MIAMI, FL 33018

*Nicole Fried*  
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date: August 15, 2020      File No.: LF248583      Expires: August 4, 2024

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER  
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF  
CHAPTER 482 FOR THE PERIOD EXPIRING: **August 4, 2024**

OSNEL MATHURIN  
15980 NW 117TH AVE  
MIAMI, FL 33018

*Nicole Fried*  
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date: June 14, 2022      File No.: LF217910      Expires: March 30, 2026

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER  
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF  
CHAPTER 482 FOR THE PERIOD EXPIRING: **March 30, 2026**

RODOLFO HERNANDEZ  
17801 N W 137TH AVE  
MIAMI, FL 33018

*Nicole Fried*  
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date: May 4, 2018      File No.: LF218086      Expires: April 3, 2022

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER  
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF  
CHAPTER 482 FOR THE PERIOD EXPIRING: **April 3, 2022**

AUCENCIO FRANCO MENDOZA  
15980 NW 117 AVE  
MIAMI, FL 33018

*Adam H. Putnam*  
ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF LICENSING AND ENFORCEMENT

Date: August 15, 2020      File No.: LF301283      Expires: August 15, 2024

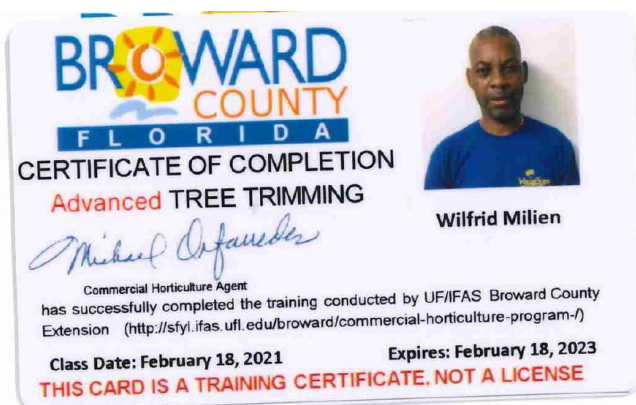
THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER  
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF  
CHAPTER 482 FOR THE PERIOD EXPIRING: **August 15, 2024**

ADRIAN A. RIVERO JR.  
1066 NW 16TH ST  
HOMESTEAD, FL 33030

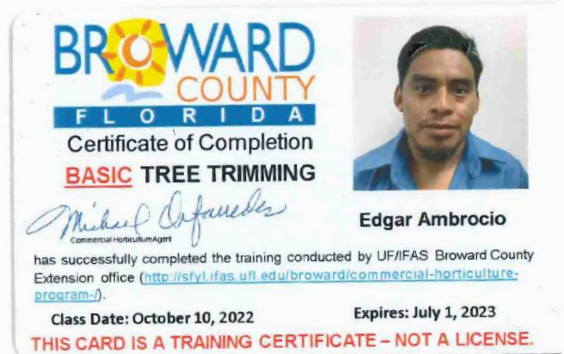
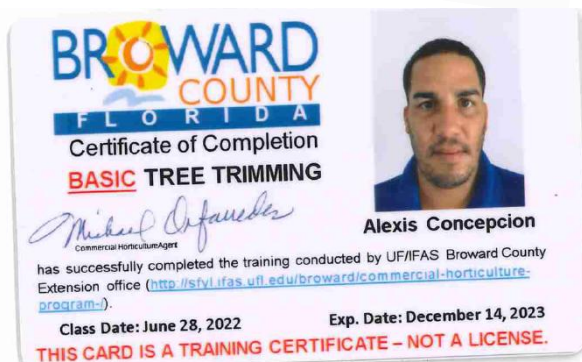
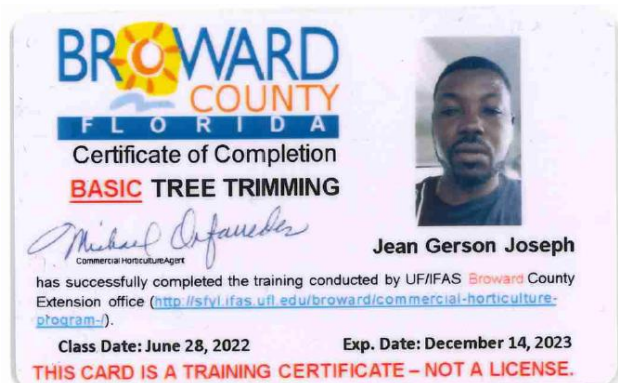
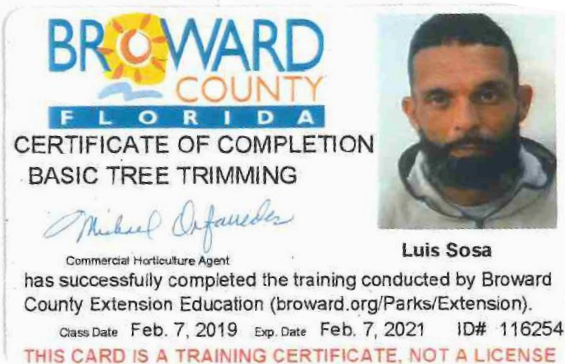
*Nicole Fried*  
NICOLE "NIKKI" FRIED, COMMISSIONER







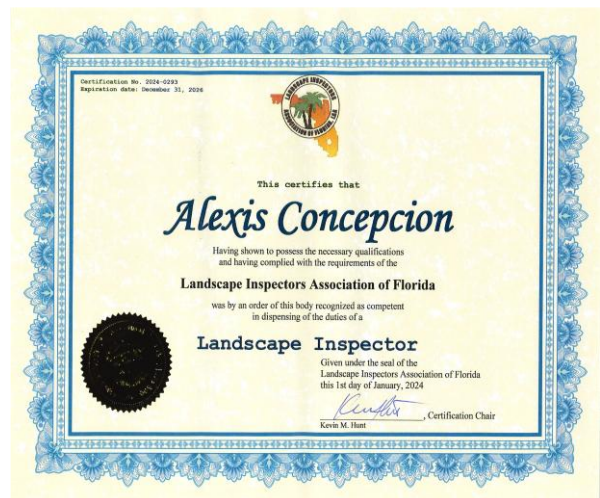




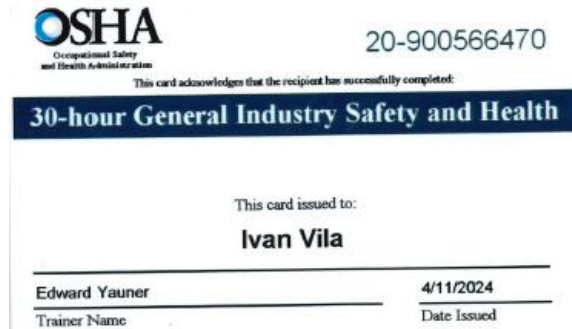












OSHA Certification	30 Hour	
Recipient	Certificate #	Date Issued
Adrian Rivero	36-601444578	3/20/2017
Ivan Vila	29-900566470	4/11/2024
John McAllister	20-900566466	4/11/2024
Leandro De Lima	20-900566464	4/11/2024
Rodolfo Hernandez	600338869	3/7/2009
William Mathews	20-900566465	4/11/2024

OSHA Certification	10 Hour	
Recipient	Certificate #	Date Issued
Axel Lanza	20-702133867	10/25/2024
Ecclesias Norelien	20-702133869	10/25/2024
Edgar Ambrocio	20-702133871	11/1/2024
Eriberto Castillo	20-702133872	11/1/2024
Frantz Justin	20-702133866	10/25/2024
Guytho Eugene	20-702133863	10/25/2024
Heyward Joseph	20-702133865	10/25/2024
Israel Chacar	20-702133873	11/1/2024
Jean Gervais	20-702133864	10/25/2024
Jean Jonas Desir	20-702133862	10/25/2024
Juan Orellana	20-702133878	11/1/2024
Kendy Joseph	20-702133876	11/1/2024
Pedro Cobo Sanchez	20-702133880	11/1/2024
Relus Momperousse	20-702133868	10/25/2024
Resias Polycarpe	20-702133870	10/25/2024
Ridelbis Ramos	20-702133879	11/1/2024
Watson Eugene	20-702133874	11/1/2024
Yosniel Martinez	20-702133877	11/1/2024
Yusiel Flores	20-702133875	11/1/2024





CITY OF CAPE CORAL  
FINANCIAL SERVICES DEPARTMENT  
PO BOX 150027  
CAPE CORAL, FL 33915-0027

## REQUEST FOR PROPOSALS

### PROVIDE LANDSCAPE MATERIALS AND SERVICES

**RPW2563KMR**

**REQUEST FOR PROPOSALS ARE TO BE SUBMITTED ELECTRONICALLY  
THROUGH ION WAVE NO LATER THAN:**

**3:00 PM EASTERN TIME (ET) ON MARCH 25, 2025, AT**  
<https://capecoral.ionwave.net>

**NO QUESTIONS WILL BE ACCEPTED AFTER: 2:00 PM ET ON MARCH 5, 2025,** all questions  
must be submitted through Ion Wave at <https://capecoral.ionwave.net> and received by stated  
time.

**PROCUREMENT CONTACT:**

**Name:** Kelsey Reed  
**Title:** Procurement Specialist  
**Phone:** 239-574-0841  
**Email:** [kreed@capecoral.gov](mailto:kreed@capecoral.gov)





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Provide Landscape Materials and Services

Project #RPW2563KMR

**CITY OF CAPE CORAL  
LEGAL NOTICE  
REQUEST FOR PROPOSAL**

The City of Cape Coral, Florida, is seeking proposals for PROVIDE LANDSCAPE MATERIALS AND SERVICES, in accordance with RPW2563KMR, in the State of Florida. A copy of the Request for Proposal (RFP) Documents may be obtained online at <https://capecoral.ionwave.net>. Simply Create a User Login by completing the Supplier Registration.

**This Competitive Solicitation closes at 3:00 PM (ET), MARCH 25, 2025.** The time indicated on the Ion Wave System is considered the official time. Once the Closing Date and "Time Left" count down has expired, Ion Wave will no longer permit proposals to be submitted. It is the responsibility of the Supplier to ensure all proposals are submitted on time, through the Ion Wave System, by the Closing Deadline.

The City reserves the right to reject any or all proposals, award in whole or in part and to waive any irregularities or informalities when in the best interest of the citizens of the City of Cape Coral.

**The Legal Entity Name of proposer must be provided on the proposal submittal and all proposal form documents that are being submitted for the proposed goods or services requested in this solicitation. The Legal Entity Name will be used when creating the proposed goods or services contract between the Awarded Firm and the City.**

Pursuant to Florida State Statute 119.071 (2) Sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

**All proposals are to be submitted through the Ion Wave System at the following link:**

<https://capecoral.ionwave.net>

By Order of the City Manager

Kimberly Bruns, City Clerk

Advertise: FEBRUARY 19, 2025



## INTRODUCTION

The City of Cape Coral was incorporated in 1970 and operates under the Council/City Manager form of government. The City Council has eight members consisting of the mayor and seven members all elected at large on a nonpartisan basis. City Council is responsible for all policy-making functions of the government and retains the services of a City Attorney, City Auditor and City Manager. The City Manager is responsible for all administration of the City, which provides a comprehensive range of municipal services including general government, public safety, community services, public works, planning, utilities, and parks and recreation.

Cape Coral is the 8th largest city by population and the 3rd largest by land mass in Florida. Cape Coral currently has a population of more than 200,000 residents and is experiencing high growth. As a pre-platted community, Cape Coral could have more than 360,000 residents at buildout. The city has a sub-tropical lifestyle with thousands of waterfront residential properties on almost 400 miles of canals. About two-thirds of these canals provide boaters with direct access to the Gulf of Mexico.

## PART I: SCOPE OF WORK

### SECTION 1: PURPOSE

The City of Cape Coral is seeking proposals from qualified firms who wish to participate in a qualification pool that will be used to solicit various general and emergency landscape materials and services on an "as needed" basis as specified herein. All firms which meet or exceed the criteria established in the solicitation shall be placed on a qualification list that may be accessed by the City to obtain price proposals for various landscape materials and services.

The City intends to prequalify vendors as categorized below:

**1.1 General Landscape Materials and Services.** The City has various landscape maintenance contracts that provide routine landscape maintenance services to specific Cape Coral streetscapes, municipal facilities, and medians. However, from time to time there is a need to replace existing landscape or add landscaping to existing or new locations. The City's incumbent landscape maintenance contractors are not always the best equipped to provide the required landscape materials and/or services, due to quantity, size or species. Also, in the past, the lack of manpower and equipment availability have been concerns in response to emergency situations. Therefore, creating a pool of prequalified firms to be able to respond to supplemental landscaping needs, on an as-needed basis, is essential to the City.

General landscape services are defined as the performance of landscape services at various City of Cape Coral streetscapes, municipal facilities, and medians with the objective to maintain areas in vigorous, healthy, growing, safe, clean, and attractive condition throughout the year.

General landscape materials and services:

- purchase and delivery of ground cover plant material, trees, and palms;
- purchase, delivery, and installation of ground cover plant material, trees, and palms;
- purchase and delivery of planting supplies;
- watering;
- pruning;
- stump grinding;
- staking and guying; and
- tree removal services.

**1.2 Emergency Services.** Emergency Services are defined as work that is required in response to a natural or other disaster and shall be based on an as-needed basis.

Emergency landscape materials and services:



- tree and palm removal services;
- tree and palm pruning services;
- stump grinding;
- tree and palm staking and guying; and
- furnish and deliver landscape materials and supplies.

**1.3 Non-for-Profit Services** are defined as the performance of landscape services by organizations registered as a non-for-profit organization at various City of Cape Coral parks, greenspaces, municipal facilities, and medians with the objective to promote the expansion and sustainable maintenance of our urban forest and greenspaces.

Non-for-Profit services to include:

- purchase and delivery of ground cover plant material, trees, and palms;
- purchase, delivery, and installation of ground cover plant material, trees, and palms;
- purchase and delivery of planting supplies;
- watering;
- pruning;
- stump grinding;
- staking and guying; and
- tree removal services.

Interested contractors may submit a proposal indicating their intent to become prequalified. All contractors who meet or exceed the criteria established in this solicitation shall be placed on a qualification list. City departments may access this list to obtain price quotations from contractors for the category of goods or services (See 1.1 and 1.2 above) required for general or emergency landscape materials and services.

Firms must specify which categories they are requesting to be prequalified for as part of the Pre-qualification Process. Firms are not required to participate in all categories to be considered part of the prequalified pool. However, a firm may only participate in the category for which it has been prequalified.

Successful contractors awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the requested specifications. Firms' past performance with the City, if applicable, may be used in the evaluation process in determining recommendation for award.

**The prequalified status remains valid for a duration of three (3) years from the date of issuance of the Notice of Pre-qualification by the City with the option of two one-year renewals. However, it's essential to note that the City reserves the right to verify compliance with the requirements outlined herein at any point in time. In cases where there are significant changes in qualification status or documented poor performance, the City reserves the right to nullify and void the qualification status of the firm(s).**

**ADDITIONAL PREQUALIFIED FIRMS TO BE ADDED TO POOL.** Annually, the City will conduct a review of all firms to assess whether a re-issuance of this RFP is necessary. Should a re-issuance be warranted, additional firms may be added and invited to join the established prequalified list of firms for the remainder of the contract period.

## **SECTION 2: SCOPE OF WORK**

Awarded firms shall be deemed to be prequalified to participate on general and/or emergency landscape materials and services as follows:

### **General Landscape Materials and Services**

General landscape materials and services are defined as the performance of landscape services and/or the sale of materials for various City of Cape Coral streetscapes, municipal facilities, and medians with the objective to maintain areas in vigorous, healthy, growing, safe, clean and attractive condition throughout the year.



Prequalified vendors in the General Landscape Materials and Services categories shall then be deemed to be prequalified to participate in subsequent Invitations to Quote (ITQ) as required by the City on either an as-needed or on a periodic basis. When such spot market purchases are initiated, the prequalified vendors shall be invited to offer pricing for a specific individual purchase or a specific purchasing period.

The City may provide a general scope; however, the awarded vendor may provide a written scope of work to the City as part of its proposal. Once the project's scope is agreed to, the City will issue a purchase order with the estimate referenced as an attachment along with the bond and any other special provisions agreed to. If special terms and conditions other than those covered within this solicitation and awarded a contract are required, they will be included in the specific scope of work. They will be attached to the purchase order. Further, the purchase order shall take precedence over those in the base contract.

In determining the best contractor for the project, in addition to price, the following may be considered:

- (1) The ability and capacity of the firm to provide the requested plant materials.
- (2) Whether the firm can deliver the requested materials within the time specified, without delay or interference.
- (3) Whether the firm has the highest quality plant material (defined as Florida Fancy) in the quantities required.
- (4) The previous and existing compliance by the firm with laws and ordinances relating to the contract.
- (5) General and emergency pruning services shall require contractors have an ISA Certified Arborist on staff. Contractors will be ineligible for work that requires an ISA Certified Arborist if they do not have one on staff.

Firms that are pre-qualified will be notified of upcoming competitive solicitations (Quotations, Invitation-to-Bid and/or Request for Proposals) for work on the Purchase of Landscape Materials and Services as they become available.

### **Emergency Landscape Materials and Services**

Emergency Landscape Materials and Services are identified as those services or materials needed in response to a natural disaster or some other form of emergency. As a result, a schedule for emergency services cannot be determined until a need arises. Additionally, all applicable Federal Emergency Management Agency (FEMA) will apply under emergency service activation and must be adhered to.

Prequalified vendors in the General Landscape Services categories shall then be deemed to be prequalified to participate in subsequent Invitations to Quote (ITQ) as required by the City on either an as needed or a periodic basis. When such spot market purchases are initiated, the prequalified vendors shall be invited to offer pricing for a specific individual purchase or a specific purchasing period.

Upon notification by the City of Cape Coral, the Contractor will provide an immediate emergency response to remove obstructions. This will generally take place within 72 hours after a severe weather event. This includes the removal of trees and palms, on public property that are in danger of falling over, as well as pruning, staking, and guying salvageable trees and palms as instructed by City staff.

It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of force majeure that the City of Cape Coral, Florida shall receive a "First Priority" for any goods and services covered under any award resulting from this solicitation, including balance of line items as applicable. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the City. By virtue of submitting a response to this solicitation, the vendor agrees to provide all award-related goods and services to the City on a "first priority" under the emergency conditions noted above.

A City-issued purchase order shall serve as a "notice to proceed." The period for the completion of services will include mobilization, planning, weather, location, removal, and disposal. No additional claims may be made for delays due to these items. When the tasks have been completed, the awarded vendor shall notify the City and



have an authorized City representative inspect the work for acceptance under the scope and terms in the Purchase Order. The City will issue in writing any corrective actions that are required. Upon completing these items, the City will issue a completion notice, and final payment will be issued.

**SERVICE DELIVERY EXPECTATIONS.** The City places an emphasis on excellent customer service delivery and expects the prequalified firm to provide the best possible customer service to any and all awarded projects throughout the term of the contract. The prequalified firm's project manager is responsible for monitoring the customer service provided to City by prequalified firm's staff, sales and support teams, and employing, as necessary, corrective measures, to ensure that the prequalified firm will provide and maintain the highest quality of customer service possible during the completion of the project(s). Project-specific deliverables and expectations shall be defined on a project-by-project basis, as specified in each ITQ.

**VOLUME OF WORK TO BE RECEIVED BY FIRM. No promise of work is given or should be understood, as a result of a qualification.** The City reserves the right to purchase any goods and/or services awarded from any resulting agreement, or another governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

### **SECTION 3: SPECIAL CONDITIONS**

- 1. LICENSE/CERTIFICATION.** Prospective firm shall maintain in current status the adequate license or certification, to pull all permits necessary to successfully complete the work. Awarded vendor(s) shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract.
- 2. METHOD OF PAYMENT.** The City shall provide periodic payments for services rendered by the Contractor. For the City to provide payment, the Contractor shall submit a fully documented invoice within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a City representative has reviewed and approved the service.
- 3. GUARANTEE AGAINST DEFECTS.** The Contractor(s) shall, in addition to all other guarantees, be responsible for faulty labor and defective material within a period of one (1) year after the date of acceptance of labor and material by the City. Under this guarantee, the Contractor agrees to make good without delay, at its own expense, any failure of any part of the work after the City notifies the Contractor of such deficiencies in writing payment in full for the work does not constitute a waiver of guarantee.
- 4. CLEAN-UP.** All unusable materials and debris shall be removed from the site at the end of each workday and disposed of in an appropriate manner. Upon final completion, the Contractor(s) shall thoroughly clean up all areas, as mutually agreed with the City, where work was performed.
- 5. PERMIT COSTS.** The City will only reimburse the Contractor(s) for the cost of the permits. Proof of cost is required. The City will only reimburse for initial review and one resubmission. Costs associated with additional re-submissions will not be reimbursed. Contractor(s) shall not include permit fees on Cost Proposal. Permit costs will be charged to the City separately from the unit cost. All licenses required by municipality, governmental agency, or political subdivision shall be obtained by and paid for by the Contractor(s). Damages, penalties and/or fines imposed on the City or the Contractor(s) for failure to obtain required licenses or permits shall be borne by the Contractor(s).
- 6. BACKGROUND CHECKS/CONTRACTOR'S PERSONNEL.** The Contractor(s) shall conduct a full criminal background check at its own expense on each of its employees engaged in providing services under this ITB or any resulting Agreement prior to the commencement of said services. No Contractor employee shall be eligible to perform services, pursuant to this RFP or resulting Agreement if he or she:

- (1) has been convicted of or was placed in a pre-trial diversion program for any crime involving dishonesty or breach of trust; embezzlement; drug trafficking; forgery; burglary; robbery; theft; perjury; possession of stolen property; identity theft; fraud; money laundering; shoplifting; larceny; falsification of documents and/or;





- (2) has been convicted of any sex, weapons, or violent crime including but not limited to homicide; attempted homicide; rape; child molestation; extortion; terrorism or terrorist threats; kidnapping; assault; battery; and illegal weapon possession, sale or use. The Contractor(s) shall defend, indemnify, and hold the City, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of its failure to comply with this requirement.

Contractor(s) shall employ personnel competent to perform the work specified herein. The City reserves the right to request the removal of the Contractor's employee's from performing maintenance on the City's grounds where the employee's performance or actions are obviously detrimental to the program. Contractor's personnel must always wear photo identification.

**SAFETY MEASURES.** Awarded Contractor (s) shall take all precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor(s) shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standards practices, to protect workers, general public and existing structures from injury or damage.

## PART II: SUBMISSION OF PROPOSALS

It is imperative that the information submitted is precise, clear, and complete. All submittals are to be submitted through the Ion Wave website by uploading your Proposal and required attachments under the Response Attachments Tab. Submittals not conforming to this format may be disqualified from further consideration. All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Submittals which are substantially incomplete or lack key information may be rejected at the CITY's discretion.

Proposals should include the requirements listed below. Proposals submitted without meeting ALL the requirements may be considered non-responsive. Information submitted should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to present a clear understanding of this project and of similar past projects, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

Respondents shall include the following information in their proposals. All additional information that the Respondent believes is unique to a section and does not fit the established outline may be included at the end of each section under a subheading "Additional Information."

Firms shall submit their responses to this RFP via the electronic procurement portal, Ion Wave. The information listed in sections 1 through 8 below, shall be provided in the order detailed below, via uploading onto the Ion Wave website as one document, with the exception of Section 8, which will be provided in the Line Items Tab of Ion Wave solicitation. All other documents and information requested shall each be uploaded as separate documents.

The following information shall be provided in the order detailed: failure to provide any one part of this section without appropriate explanation may result in disqualification of your proposal.

### 1.0 Title Page (1 Page)

List the Request for Proposal subject, the name of the firm, address, telephone number, email address, contact person, and date of submittal, and who has corporate authority to sign for the Firm.

### 2.0 Letter of Interest (2 Pages)

Provide an introduction to your company and describe why the City of Cape Coral should select your firm(s) to perform the described work and what your commitment will be to perform the work in a timely and professional manner.



### **3.0 Table of contents (1 Page)**

Include a clear identification of the material included in the submittal by page number.

### **4.0 Firm Background & Experience (20 Points)**

- 4.1 Briefly introduce your Firm and/or Individual providing a summary of the administration, organization and staffing of your Firm and/or Individual, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the individuals who will undertake this engagement
- 4.2 Describe the organization, date founded, and ownership of your firm, staffing, history, and experience with clients of similar scope and size.
- 4.3 Provide a brief description of the Respondent's approach to provide the services requested in this RFP and the ability to perform the contract within the time specified.
- 4.4 Provide examples of standard operating procedures and industry standards the Respondent would provide for the services requested in this RFP.
- 4.5 Identify the Principal and Key Personnel of the firm to be assigned for the duration of the contract and personnel responsible for the contract administration. Include qualifications, certifications, licenses, and resumes of identified personnel. Contact information will be required for verification.
- 4.6 Indicate your firm meets the minimum requirement of being fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of their response to this Request for Qualifications. Should the Contractor not be fully licensed and certified, the Contractor's submittal will be rejected.
- 4.7 Identify the approximate percentage of the Work that will be performed by the Prime Firm (minimum 60%).

### **5.0 Qualification & Experience of Key Personnel/Team (20 Points)**

- 5.1 Identify the key lead staff and their qualifications, background and experience.
- 5.2 Identify team's overall experience and experience with municipality projects.
- 5.3 Include copies of licenses and/or certifications of Key Personnel and Team.

### **6.0 Understanding and Approach (15 Points)**

Provide a project understanding and approach for the Scope of Work. Include additional tasks that are not included in the Scope of Work that the Firm feels will add value to the project.

### **7.0 Qualification of the Firm or Team (20 Points)**

Provide qualifications to demonstrate the Firm or Team has a minimum experience of:

- 7.1 At least ten (10) years' experience providing landscape materials and services; (2) Years for Non-for-Profit services.
- 7.2 The project manager or primary contact with at least five (5) years' experience managing landscaping services, similar in complexity to the City of Cape Coral Project. Not needed for Non-for-Profit Services



7.3 Provide a list of currently active memberships to professional organizations within the Green Industry.

## 8.0 Team Management and Ability to Complete Work (15 Points)

- 8.1 Identify the overall management structure of the proposed team.
- 8.2 Identify the office from which the work will be primarily performed.
- 8.3 Demonstrate the staffing and equipment capacities to provide the services requested in the RFP.
- 8.4 Provide a list of tree planting and tree care equipment owned or available to the firm.
- 8.5 Provide information on your firm's current workload and how this project will fit into your workload and the techniques that are planned to assure project schedules will be met.

## 9.0 Prior Experience with similar work and References (10 Points)

- 9.1 Provide references from three (3) current governmental agencies, including the name of the agency, contact name, telephone, and email address. For Non-for-Profit agencies 1 Provide references from three (3) current agencies, including the name of the agency, contact name, telephone, and email address.
- 9.2 Provide a list of current public and private customers

The minimum information required for each reference shall be as required on the Reference Survey Form located in the Attachments Tab and as stated in the Reference Attribute in the Attribute Tab. CITY and/or their designee must be able to make contact with the reference.

## PART III: PROPOSAL SUBMISSION TIMELINE

### 1. Request for Proposal Timeline

The **anticipated** schedule for this RFP is as follows:

Event	Date
RFP Available	FEBRUARY 19, 2025
Deadline for RFP Questions	MARCH 5, 2025
Proposal Due Date	MARCH 25, 2025
Internal Evaluation Committee	TBD
Begin Contract Negotiations	TBD
Council Approval	TBD

### 2. Evaluation Criteria

Cost may not be the primary factor in the selection of a proposal.

The evaluation and selection of a firm will be performed by the Evaluation Team. The following represent the principal selection criteria which will be considered during the evaluation process.

- |   |           |
|---|-----------|
| 1) Firm Background & Experience                     | 20 points |
| 2) Qualification & Experience of Key Personnel/Team | 20 points |
| 3) Understanding and Approach                       | 15 points |



Provide Landscape Materials and Services

Project #RPW2563KMR

- |  |           |
|--|-----------|
| 4) Qualification of the Firm or Team                 | 20 points |
| 5) Team Management and Ability to Complete Work      | 15 points |
| 6) Prior Experience with similar work and References | 10 points |

The evaluation team may request the most qualified firms to make a presentation and be available for an interview or presentation. All expenses, including travel expenses for interviews shall be borne by the proposer.

Upon selection of the most qualified firm meeting the City's requirements, the City reserves the right to negotiate the price structure and will present a formal contract to the City Council for approval.

**Upon submission, all proposals become the property of the City and are subject to public records law.**

(End of Section)