



PROJECT NO.: B-150141

OPEN DATE: APRIL 7, 2015

AND TIME: 2:30 P.M.

**\*\*\*\*MANDATORY PRE-BID\*\*\*\***

PRE-BID DATE: MARCH 12, 2015

AND TIME: 10:00 A.M.

LOCATION: PROCUREMENT MANAGEMENT  
1825 HENDRY ST. 3<sup>rd</sup> FLOOR  
FORT MYERS, FL 33901

# REQUEST FOR BID

## TITLE:

**LANDSCAPE MAINTENANCE AND MOWING OF  
WATER, WASTEWATER FACILITIES AND  
WASTEWATER REUSE SITES  
(STEP ONE – QUALIFICATIONS)**

Advertised Date: FEBRUARY 27, 2015

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PROCUREMENT MANAGEMENT

### ADDRESS

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

### PROCUREMENT CONTACT:

NAME: KATHY CICCARELLI  
TITLE: PROCUREMENT ANALYST  
PHONE NO.: (239) 533- 5456  
EMAIL:kcicarelli@leegov.com

**\*\*\*MANDATORY PRE-BID\*\*\***

VENDORS...

AS STATED ON THE COVER PAGE OF THIS SOLICITATION, THIS IS A **MANDATORY PRE-BID** CONFERENCE; WHICH MEANS THAT A REPRESENTATIVE OF YOUR COMPANY MUST BE IN ATTENDANCE IN ORDER TO BE ELIGIBLE TO SUBMIT A QUOTE. THERE ARE **NO EXCEPTIONS** TO THIS RULE.

IT IS THE COUNTY'S POLICY TO START PRE-BIDS PROMPTLY AT THE TIME LISTED ON THE COVER PAGE OF THE SOLICITATION – IN THIS CASE: **10:00 A.M. ON THURSDAY, MARCH 12, 2015**

THE PRE-BID WILL BE HELD IN THE PROCUREMENT CONFERENCE ROOM AT 1825 HENDRY ST. 3<sup>rd</sup> FLOOR FORT MYERS, FL 33901. WE WILL HAND OUT MAPS OF THE AREAS AT THE PRE-BID ONLY. THESE MAPS WILL NOT BE AVAILIABLE AT ANY OTHER TIME.

SHOULD YOU HAVE ANY QUESTIONS PLEASE CONTACT ME AT 239-533-5456.

## **INTRODUCTION**

### **OVERVIEW**

Lee County Utilities is accepting qualifications from companies interested in providing landscape maintenance and mowing services for various Water, Wastewater Facilities and Wastewater Reuse Sites.

### **TWO-STEP QUOTE PROCESS**

#### **NOTE:**

**\* PLEASE SUBMIT THE DOCUMENTS FOR STEPS ONE AND TWO TOGETHER ON THE PROJECT OPENING DATE.**

**\*PLEASE USE SEPARATE SEALED ENVELOPES MARKED “STEP ONE” & “STEP TWO”**

**FOR STEP ONE PLEASE SUBMIT ONE ORIGINAL DOCUMENT (PLEASE MARK THE ORIGINAL) AND FIVE COPIES. ALL OF STEP ONE MAY BE INCLUDED IN ONE ENVELOPE AND MARKED AS STEP ONE.**

**IN ANOTHER ENVELOPE PLEASE PUT STEP TWO DOCUMENTS (PLEASE MARK THE ORIGINAL) AND ONE COPY AND MARK THE ENVELOPE AS STEP TWO.**

Lee County is utilizing a two-step process to evaluate the qualifications of quoters and allow only qualified companies to have their pricing opened and considered under Step Two.

\*Step One will require interested vendors to submit the qualifications of their company.

\*In Step Two, only those companies qualified in Step One will be eligible to have their pricing opened and considered.

### **STEP ONE - REQUEST FOR QUALIFICATIONS**

In Step One, please submit all requested information to the Lee County Division of Procurement, 1825 Hendry Street, 3<sup>rd</sup> Floor, Fort Myers, FL 33901, before the deadline given on the cover of this solicitation. Qualifications received after this date and time will not be accepted.

All of the qualifications received will then be reviewed and evaluated by County staff, and a decision made as to which companies are qualified and which are not. Each company submitting qualifications will receive a letter stating whether they are qualified or not. Only those companies found to be qualified will be allowed to proceed to Step Two.

In order for a company to be considered responsive in Step One, it should submit all information requested, including appropriate signatures. Failure to meet these requirements may cause your company to be declared non-responsive.

**STEP TWO - REQUEST FOR QUOTATIONS - PRICES**

Companies found to be qualified in Step One, will be eligible to have their pricing opened and considered. This information must be completed and returned to Lee County Procurement, 1825 Hendry Street, 3<sup>rd</sup> Floor, Fort Myers, Fl 33901, along with Step One, before the given deadline. Pricing information received after this date and time will not be accepted.

**GENERAL CONDITIONS**

Sealed Bids will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until the time and date specified on the cover sheet of this “Request for Bid”, and opened immediately thereafter by the Director or designee.

Any question regarding this solicitation should be directed to the Procurement Division Contact listed on the cover page of this solicitation, or by calling the Division of Procurement Management at (239) 533-5450.

1. **SUBMISSION OF BID:**

- a. Bids must be sealed in an envelope, and the outside of the envelope must be marked with the following information:
  - 1. Marked with the words “Sealed Bid”
  - 2. Name of the firm submitting the bid
  - 3. Title of the bid
  - 4. Bid number
- b. The Bid must be submitted in duplicate as follows:
  - 1. The original consisting of the Lee County bid forms completed and signed, and where applicable corporate and/or notary seals attached.
  - 2. A copy of the original bid forms for the Director.
- c. The following must be submitted along with the bid in a separate envelope. This envelope must be marked as described above, but instead of marking the envelope as “Sealed Bid”, please indicate the contents; i.e., literature, drawings, submittals, etc. This information must be submitted in duplicate.
  - 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your bid; i.e., required submittals, literature, technical data, financial statements.
  - 2. Warranties and guarantees against defective materials and workmanship.
- d. **BIDS RECEIVED LATE:** It is the bidder’s responsibility to ensure the bid is received by the Division of Procurement Management prior to the opening date and time specified. Any bid received after the opening date and time will be promptly returned to the bidder unopened. Lee County will not be responsible for bids received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- e. **BID CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- f. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship,

late delivery, etc.). Poor or unacceptable past performance may result in bidder disqualification.

- g. **WITHDRAWAL OF BID:** No bid may be withdrawn for a period of 90 days after the scheduled time for receiving bids. A bid may be withdrawn prior to the bid-opening date and time. Such a request to withdraw must be made in writing to the Director, who will approve or disapprove of the request.
- h. **COUNTY RESERVES THE RIGHT:** The County reserves the right to exercise its discretion, to waive minor informalities in any bid; to reject any or all bids with or without cause; and/or to accept the bid that in its judgment will be in the best interest of the County of Lee.
- i. **EXECUTION OF BID:** All bids shall contain the signature of an authorized representative of the bidder in the space provided on the quote proposal form. All bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bid shall be initialed.

2. **ACCEPTANCE**

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

3. **SUBSTITUTIONS**

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

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

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

- a. Local Business Tax – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the bid all necessary permits and/or licenses required for the sale of this product and/or

service and upon the request of the County will provide copies of licenses and/or permits within 10 calendar days after request.

- c. The geographic preference established in the Local Vendor Preference ordinance is applicable to all Lee County procurement activities unless otherwise specifically noted in the solicitation package. Provided, however, the Local Vendor Preference ordinance is not applicable to procurement activity or solicitations involving Federal Transit Administration grant funds.
- d. Florida Statutes Section 607.1501 (1) states: A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

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

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

6. **PRE-BID CONFERENCE**

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

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

7. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

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

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

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

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or bidders should include in their bid all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

8. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/quote/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/quote/proposal, must file a written "Notice of Intent to File a Protest" with the Lee County

Procurement Management Director not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of the County's "Notice of Intended Decision" with respect to the proposed award of the formal bid/quote/proposal.

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

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

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

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

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

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

The Formal Written Protest shall contain the following:

- County bid/quote/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, statutes, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.



- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

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

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

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

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

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

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

**“FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY**

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.”**

9. **PUBLIC ENTITY CRIME**

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

10. **QUALIFICATION OF BIDDERS** (unless otherwise noted)

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

11. **MATERIAL SAFETY DATA SHEETS**

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

12. **MISCELLANEOUS**

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

13. **WAIVER OF CLAIMS**

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

14. **AUTHORITY TO PIGGYBACK**

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

15. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

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

c) **Disadvantaged Business Enterprises (DBE's)**

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

The County further reserves the right to purchase any of the items in this bid from DBE's to fulfill the County's stated policy toward DBE's.

d) **Anti-Discrimination**

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

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

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

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

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

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

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

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

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

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

16. **AUDITABLE RECORDS**

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

17. **DRUG FREE WORKPLACE**

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

18. **REQUIRED SUBMITTALS**

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

19. **TERMINATION**

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

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

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

20. **CONFIDENTIALITY**

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

21. **ANTI-LOBBYING CLAUSE**

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

22. **INSURANCE (AS APPLICABLE)**

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

23. **CONFLICT OF INTEREST**

All firms are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22:

The County is prohibited from soliciting a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.

And:

A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary contractor/consultant or a prominent member of the team, cannot be selected or retained, as the primary contractor/consultant or a named member of the contracting/consulting team, to perform project design, engineering, or construction services for subsequent phases or scopes of work for this project. Pursuant to FS. S. 287.057(17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.

Should your response be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the submittal from consideration for this project.

LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR  
LANDSCAPE MAINTENANCE AND MOWING OF WATER, WASTEWATER FACILITIES AND  
WASTEWATER REUSE SITES

DATE SUBMITTED: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

TO: The Board of County Commissioners  
Lee County  
Fort Myers, Florida

Having carefully examined the “General Conditions”, and the “Detailed Specifications”, all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

**NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.**

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

**IN ORDER FOR YOUR QUOTATION TO BE CONSIDERED, VENDORS SHOULD COMPLETE AND RETURN PAGES 14, 15, 20, 21, 22, 29, 30, 31, 32, 33, 34, 35, 36, 37, 42 and 43.**

ANTI-COLLUSION STATEMENT

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

DUNS #: \_\_\_\_\_

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER:

\_\_\_\_\_

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE): \_\_\_\_\_ Yes \_\_\_\_\_ No



**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS  
FOR  
LANDSCAPE MAINTENANCE AND MOWING OF WATER, WASTEWATER FACILITIES  
AND WASTEWATER REUSE SITES**

**SCOPE**

The intent of this specification is to acquire a vendor to provide landscape maintenance and mowing at various water, wastewater locations and reuse sites throughout Lee County on an annual basis for Lee County Utilities. Each site varies in size. When you read the sizes of the areas in this document it is deceiving. In some places there may be less than one total acre to mow but the amount of trim work required on each site is a lot more. In order to get an accurate idea of the scope involved each vender should visit each and every site. All the mowing and maintenance work will consist of providing all the labor, materials, equipment, permits (if needed) and incidentals necessary to perform all of the above.

Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

**TERM OF AWARD**

If awarded, the terms of this solicitation shall be in effect for one year or until new quotes are taken and awarded. The County reserves the right to renew this quote (or any portion thereof) and to negotiate lower pricing as a condition for each renewal, for up to four additional one-year periods, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions.

**TWO-STEP QUOTATION PROCESS**

Lee County is utilizing a two-step process to evaluate the qualifications of quoters and allow only qualified companies to have their pricing opened and considered under Step Two. Please see “Introduction” on page one of this specification package for a detailed explanation of this process.

**Step One will require interested vendors to submit the qualifications of their company; this process involves the completion and return of pages 14, 15, 20, 21, 22, 29, 30, 31, 32, 33, 34, 35, 36, 37, 42 and 43.**

**In Step Two only those companies qualified in Step One will be eligible to have their pricing opened and considered.**

**STEP ONE – REQUEST FOR QUOTATIONS - QUALIFICATIONS**

All of the qualifications received under Step One will be reviewed and evaluated by County staff, and a decision made as to which companies are qualified and which are not. Each

company submitting qualifications will receive a letter stating whether they are qualified or not. Only those companies found to be qualified will be allowed to proceed to Step Two.

STEP TWO – REQUEST FOR QUOTATIONS – PRICES

Firms found to be qualified in Step One will be eligible to have their pricing opened and considered. This information must be completed and returned to Lee County Procurement, 1825 Hendry Street, 3<sup>rd</sup> Floor, Fort Myers, FL 33901, before the given deadline. Pricing information received after this date and time will not be accepted.

MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

SUB-CONTRACTORS

The use of sub-contractors under this quote is not allowed without prior written authorization from the County representative.

LOCAL BIDDER’S PREFERENCE

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

The Lee County Local Bidder’s Preference Ordinance No. 08-26 is being included as part of the award process for this project. As such, Lee County at its sole discretion, may choose to award a preference to any qualified “Local Contractor/Vendor” in an amount not to exceed 3 % of the total amount quoted by that firm.

“Local Contractor / Vendor” shall mean: a) any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of

Lee/Collier County, Florida; or b) any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive three (3) years, and that has the personnel, equipment and materials located within the boundaries of Lee/Collier County sufficient to constitute a present ability to perform the service or provide the goods.

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

#### AGREEMENTS/CONTRACTS

The awarded vendor will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.lee-county.com/gov/dept/ProcurementManagement/contracts/Pages/Forms.aspx> .

REQUIRED SUBMITTALS

1. Criteria One - Company History
2. Criteria Two – Licensing and Certifications
3. Criteria Three - Insurance Requirements(Certificate or letter from your insurance company stating that you can obtain the required insurance)
4. Criteria Four - Performance Bond (A letter from a surety company stating that you are approved for the bond and can obtain it within twenty-one calendar days from receiving the written notice of award).
5. Criteria Five - Experience and References
6. Criteria Six – Equipment – Owned or leased
7. Step Two



**CRITERIA TWO – LICENSING AND CERTIFICATE REQUIREMENTS**

**1. PESTICIDE LICENSES**

Provide proof of a State of Florida pesticide Natural Area and Right of Way license or a Commercial Applicator License for all those that will be working on the various projects. Please provide copies of all employees' licenses. You must have a Pesticide license at the time that your bid is submitted.

In the event of an award, a Material Safety Data Sheet in compliance with the standards set forth in the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (H.C.S.), 29 CFR 1910, 1200, shall be provided.

<u>NAME</u>	<u>TYPE OF LICENSE</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. CERTIFICATE OF TRAINING BEST MANAGEMENT PRACTICES

Fertilizer Best Management Practices registration and certification. Lee County Ordinance No. 08-08, an ordinance regulating landscape management practices, including the application and use of fertilizers containing nitrogen and/or phosphorus within unincorporated Lee County. All lawn/landscape businesses performing services in unincorporated Lee County must have at least one certified staff member at each worksite and the vehicles shall have a clearly displayed decal. You must have a Best Management Certification when you submit your bid. Please provide copies of all certifications.

NAME

CERTIFICATE NUMBER

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**CRITERIA THREE– INSURANCE REQUIREMENTS**

A certificate or letter from your insurance company stating that you can obtain the required insurance is all that is required until the bid is awarded.

Companies submitting their qualifications must be able to meet the following insurance requirements.

**Standard Insurance Requirements**

**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 County 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:

- \$500,000 per occurrence
  - \$1,000,000 general aggregate
  - \$500,000 products and completed operations
  - \$500,000 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:

- \$500,000 combined single limit (CSL)
  - \$300,000 bodily injury per person
  - \$500,000 bodily injury per accident
  - \$300,000 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:

- \$100,000 per accident
  - \$100,000 disease limit
  - \$500,000 disease – policy limit

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



**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:**

- Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902**

- b. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.**

**Special Requirements:**

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

**CRITERIA FOUR- PERFORMANCE BOND**

**NOTE: REQUIRED SUBMITTAL**

**Please include a letter from your bonding company stating that you can qualify for the bond and will be able to obtain the bond within the twenty-one calendar days from the date of Written Notice of Award.**

**PERFORMANCE BOND**

A performance bond in the amount of 100% of the one year contract amount will be required by the successful quoter of this contract. The performance bond shall be issued by the successful quoter within twenty-one calendar days from date of Written Notice of Award. A surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida shall be required from the successful quoter. This shall insure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the successful quoter's performance under such contract.

Only the form provided with the contract documents will be accepted.

**QUALIFICATIONS OF SURETY COMPANIES**

In order to be acceptable to the County, a surety company issuing quotation guaranty bonds or performance bonds in the amount listed, called for herein, shall meet and comply with the following minimum standards:

All Sureties for Lee County projects must be admitted to do business in the State of Florida and shall comply with the provisions of Florida Statute 255.05.

Attorneys-in-fact who sign bid bonds or performance bonds for Lee County projects must file with such bond a certified copy of their Power of Attorney to sign such bond.

Agents of surety companies must list their name, address and telephone number on all bonds.

The life of the bond provided to Lee County shall extend for the term of the contract.

To be acceptable to the Owner as Surety on projects not in excess of \$500,000.00, Surety shall comply with these minimum provisions of State Statute 287.0935 as follows:

Surety must have twice the minimum surplus and capital required by Florida Insurance Code at the time of bid solicitation.

Surety must be in compliance with all provisions of the Florida Insurance Code and hold a currently valid certificate of authority issued by the United States Department of the Treasury under SS.31 U.S.C. 9304-9308.

Sureties on projects in excess of \$500,000.00 shall comply with the above minimum provisions as well as being rated through A.M. Best shall comply with the following provisions:

The Surety shall be rated as "A-" or better as to General Policyholders Rating and Class VII or better as to financial category by the most current Best's Key Rating Guide, published by A.M. Best Company.

Surety must have fulfilled all of its obligations on all other bonds previously given to the County. Surety must have a minimum underwriting limitation of \$5,000,000 published in the latest edition of the Federal Register for Federal Bonds (U.S. Dept. of Treasury).

BOND NO.: \_\_\_\_\_

**PERFORMANCE BOND**

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Signature (Principal)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title of Person Signing Above

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_  
(Print or Type Name)

who has produced \_\_\_\_\_  
(Type of Identification and Number)

as identification.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

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

As Attorney in Fact (Attach Power)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Agency Mailing Address

\_\_\_\_\_  
Agency Telephone Number

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by

(Print or Type Name)

who has produced \_\_\_\_\_  
(Type of Identification and Number)

as identification.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

**CRITERIA FIVE – EXPERIENCE AND REFERENCES**

The vendor should have a minimum of 3 years experience in maintenance and mowing of Utilities in Florida. Please provide us with a minimum of at least three (3) references of which one must be maintaining and mowing a Utilities site which must include well fields, wastewater and water treatment plants, lift stations, ro water plants, wells, etc. The services provided to these clients should have characteristics as similar as possible to those we are requesting.

Please include:

Project description and work specifications, names and telephone numbers of people related to the job and familiar with your work and date of service. Please include the dollar amount.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your proposal.

**REFERENCE #1**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Project Description and work specification: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates of Service: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

**REFERENCE #2**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Project Description and work specification: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates of Service: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

**REFERENCE #3**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Project Description and work specification: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates of Service: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_



**REFERENCE #4**

Please list any Lee County BOCC departments that you have done work for:

Department: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Project Description and work specification: \_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

Dates of Service: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

Please list any Lee County BOCC departments that you have done work for:

Department: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Project Description and work specification: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates of Service: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

Please list any Lee County BOCC departments that you have done work for:

Department: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Project Description and work specification: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates of Service: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

Please list any Lee County BOCC departments that you have done work for:

Department: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Project Description and work specification: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates of Service: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

Please list any Lee County BOCC departments that you have done work for:

Department: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Project Description and work specification: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates of Service: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_



**THE FOLLOWING PAGES ARE SAMPLES OF FORMS THAT WILL BE UTILIZED BY LEE COUNTY IN EVALUATION OF THIS QUOTATION. THEY ARE PROVIDED FOR VENDOR'S INFORMATION ONLY.**  
\*\*\*\*\*

**REFERENCE CHECK FOR STEP ONE:  
LANDSCAPE MAINTENANCE AND MOWING OF WATER, WASTEWATER FACILITIES AND  
WASTEWATER SITES**

NAME OF VENDOR: \_\_\_\_\_

1. Has this vendor provided landscape maintenance and mowing for your facility?

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

2. How long have they provided this mowing for your facility?

\_\_\_\_\_

3. How often is your facility serviced by this vendor?

\_\_\_\_\_

4. Approximately how large is the area serviced? How many miles?

\_\_\_\_\_

5. Did the vendor have the proper equipment to do the job?

\_\_\_\_\_

6. Did the vendor have sufficient help to complete the job?

\_\_\_\_\_

7. Does the vendor complete the job in a reasonable amount of time?

\_\_\_\_\_

8. How would you rate the vendor's response time to your requests?

Excellent \_\_\_\_\_ Satisfactory \_\_\_\_\_ Poor \_\_\_\_\_

9. Has the vendor ever started a job and not completed it?

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





15. Would you recommend contracting with this vendor?

Yes\_\_\_\_\_

No\_\_\_\_\_

If No, please explain:

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OVERALL COMMENTS:

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NAME OF REFERENCE CALLED:

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DATE/TIME: \_\_\_\_\_ VERIFIED BY: \_\_\_\_\_

**EVALUATION SHEET FOR:  
STEP ONE – LANDSCAPE MAINTENANCE AND MOWING OF WATER, WASTEWATER  
FACILITIES AND WASTEWATER REUSE SITES**

**VENDOR NAME:** \_\_\_\_\_

CRITERIA ONE – COMPANY HISTORY

PASS \_\_\_\_\_ FAIL \_\_\_\_\_

CRITERIA TWO – CERTIFICATIONS

PASS \_\_\_\_\_ FAIL \_\_\_\_\_

CRITERIA THREE – INSURANCE REQUIREMENTS

PASS \_\_\_\_\_ FAIL \_\_\_\_\_

CRITERIA FOUR – PERFORMANCE BOND

PASS \_\_\_\_\_ FAIL \_\_\_\_\_

CRITERIA FIVE – EXPERIENCE AND REFERENCES

PASS \_\_\_\_\_ FAIL \_\_\_\_\_

CRITERIA SIX – EQUIPMENT – OWNED OR LEASE

PASS \_\_\_\_\_ FAIL \_\_\_\_\_

Committee Evaluation Date/Time: \_\_\_\_\_



# LEE COUNTY

SOUTHWEST FLORIDA

Lee County Ordinance No. 08-26

Local Bidder's Preference

## AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Principal place of business is located within the boundaries of Lee County.

Company Name: \_\_\_\_\_

Signature

Date

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ who has produced

(Print or Type Name)

\_\_\_\_\_ as identification.

(Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

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

AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS

SOLICITATION NO.: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_

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

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

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

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ who has produced \_\_\_\_\_ (Print or Type Name) \_\_\_\_\_ as identification. (Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

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

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

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

- \_\_\_\_\_ 1. The Solicitation has been signed and with corporate seal (if applicable).
- \_\_\_\_\_ 2. The Solicitation prices offered have been reviewed (if applicable).
- \_\_\_\_\_ 3. The price extensions and totals have been checked (if applicable).
- \_\_\_\_\_ 4. Substantial and final completion days inserted (if applicable).
- \_\_\_\_\_ 5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
- \_\_\_\_\_ 6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- \_\_\_\_\_ 7. All modifications have been acknowledged in the space provided.
- \_\_\_\_\_ 8. All addendums issued, if any, have been acknowledged in the space provided.
- \_\_\_\_\_ 9. Licenses (if applicable) have been inserted.
- \_\_\_\_\_ 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
- \_\_\_\_\_ 11. Contractor's Qualification Questionnaire and Lee County Contractor History (if applicable).
- \_\_\_\_\_ 12. DBE Participation form completed and/or signed or good faith documentation.
- \_\_\_\_\_ 13. Bid Bond and/or certified Check, (if required) have been submitted with the Solicitation in amounts indicated.
- \_\_\_\_\_ 14. Any Delivery information required is included.
- \_\_\_\_\_ 15. Affidavit Certification Immigration Signed and Notarized
- \_\_\_\_\_ 16. Local Bidder Preference Affidavit (if applicable)
- \_\_\_\_\_ 17. The mailing envelope has been addressed to:  

Lee County Procurement Mgmt.  
1825 Hendry St 3<sup>rd</sup> Floor  
Ft. Myers, FL 33901
- \_\_\_\_\_ 18. The mailing envelope **MUST** be sealed and marked with:  
Solicitation Number  
Opening Date and/or Receiving Date
- \_\_\_\_\_ 19. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)

**\*\*This form is not required to be returned with your solicitation, but used as a tool when responding to the solicitation.**





FORMAL BID NO.: B-150141

PROJECT NO.: B-150141

OPEN DATE: APRIL 7, 2015

AND TIME: 2:30 P.M.

**\*\*\*\*MANDATORY PRE-BID\*\*\*\***

PRE-BID DATE: MARCH 12, 2015

AND TIME: 10:00 A.M.

LOCATION: PROCUREMENT MANAGEMENT  
1825 HENDRY ST. 3<sup>RD</sup> FLOOR  
FORT MYERS, FL 33901

# REQUEST FOR BID

## TITLE:

**LANDSCAPE MAINTENANCE AND MOWING OF  
WATER, WASTEWATER FACILITIES AND  
WASTEWATER REUSE SITES  
(STEP TWO – PRICING)**

Advertised Date: FEBRUARY 27, 2015

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PROCUREMENT MANAGEMENT

### ADDRESS

1825 Hendry St 3<sup>RD</sup> Floor  
FORT MYERS, FL 33901

### PROCUREMENT CONTACT:

NAME: KATHY CICCARELLI  
TITLE: PROCUREMENT ANALYST  
PHONE NO.: (239) 533- 5456  
EMAIL:kciccarelli@leegov.com

**\*\*\*MANDATORY PRE-BID\*\*\***

VENDORS...

AS STATED ON THE COVER PAGE OF THIS SOLICITATION, THIS IS A **MANDATORY PRE-BID** CONFERENCE; WHICH MEANS THAT A REPRESENTATIVE OF YOUR COMPANY MUST BE IN ATTENDANCE IN ORDER TO BE ELIGIBLE TO SUBMIT A QUOTE. THERE ARE **NO EXCEPTIONS** TO THIS RULE.

IT IS THE COUNTY'S POLICY TO START PRE-BIDS PROMPTLY AT THE TIME LISTED ON THE COVER PAGE OF THE SOLICITATION – IN THIS CASE: **10:00 A.M. ON THURSDAY, MARCH 12, 2015**

THE PRE-BID WILL BE HELD IN THE PROCUREMENT CONFERENCE ROOM AT 1825 HENDRY ST. 3<sup>Rd</sup> FLOOR FORT MYERS, FL 33901. WE WILL HAND OUT MAPS OF THE AREAS AT THE PRE-BID ONLY. THESE MAPS WILL NOT BE AVAILIABLE AT ANY OTHER TIME.

SHOULD YOU HAVE ANY QUESTIONS PLEASE CONTACT ME AT 239-533-5456.



## **INTRODUCTION**

### **OVERVIEW**

Lee County Utilities is accepting qualifications from companies interested in providing landscape maintenance and mowing services for various Water, Wastewater Facilities and Wastewater Reuse Sites.

### **TWO-STEP QUOTE PROCESS**

#### **NOTE:**

**\* PLEASE SUBMIT THE DOCUMENTS FOR STEPS ONE AND TWO TOGETHER ON THE PROJECT OPENING DATE.**

**\*PLEASE USE SEPARATE SEALED ENVELOPES MARKED “STEP ONE” & “STEP TWO”**

**FOR STEP ONE PLEASE SUBMIT ONE ORIGINAL DOCUMENT (PLEASE MARK THE ORIGINAL) AND FIVE COPIES. ALL OF STEP ONE MAY BE INCLUDED IN ONE ENVELOPE AND MARKED AS STEP ONE.**

**IN ANOTHER ENVELOPE PLEASE PUT STEP TWO DOCUMENTS (PLEASE MARK THE ORIGINAL) AND ONE COPY AND MARK THE ENVELOPE AS STEP TWO.**

Lee County is utilizing a two-step process to evaluate the qualifications of quoters and allow only qualified companies to have their pricing opened and considered under Step Two.

\*Step One will require interested vendors to submit the qualifications of their company.

\*In Step Two, only those companies qualified in Step One will be eligible to have their pricing opened and considered.

### **STEP ONE - REQUEST FOR QUALIFICATIONS**

In Step One, please submit all requested information to the Lee County Division of Procurement, 1825 Hendry Street, 3<sup>Rd</sup> Floor, Fort Myers, FL 33901, before the deadline given on the cover of this solicitation. Qualifications received after this date and time will not be accepted.

All of the qualifications received will then be reviewed and evaluated by County staff, and a decision made as to which companies are qualified and which are not. Each company submitting qualifications will receive a letter stating whether they are qualified or not. Only those companies found to be qualified will be allowed to proceed to Step Two.

In order for a company to be considered responsive in Step One, it should submit all information requested, including appropriate signatures. Failure to meet these requirements may cause your company to be declared non-responsive.

**STEP TWO - REQUEST FOR QUOTATIONS - PRICES**

Companies found to be qualified in Step One, will be eligible to have their pricing opened and considered. This information must be completed and returned to Lee County Procurement, 1825 Hendry Street, 3<sup>Rd</sup> Floor, Fort Myers, Fl 33901, along with Step One, before the given deadline. Pricing information received after this date and time will not be accepted.

**GENERAL CONDITIONS**

Sealed Bids will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until the time and date specified on the cover sheet of this “Request for Bid”, and opened immediately thereafter by the Director or designee.

Any question regarding this solicitation should be directed to the Procurement Division Contact listed on the cover page of this solicitation, or by calling the Division of Procurement Management at (239) 533-5450.

1. **SUBMISSION OF BID:**

- a. Bids must be sealed in an envelope, and the outside of the envelope must be marked with the following information:
  - 1. Marked with the words “Sealed Bid”
  - 2. Name of the firm submitting the bid
  - 3. Title of the bid
  - 4. Bid number
  
- b. The Bid must be submitted in duplicate as follows:
  - 1. The original consisting of the Lee County bid forms completed and signed, and where applicable corporate and/or notary seals attached.
  - 2. A copy of the original bid forms for the Director.
  
- c. The following must be submitted along with the bid in a separate envelope. This envelope must be marked as described above, but instead of marking the envelope as “Sealed Bid”, please indicate the contents; i.e., literature, drawings, submittals, etc. This information must be submitted in duplicate.
  - 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your bid; i.e., required submittals, literature, technical data, financial statements.
  - 2. Warranties and guarantees against defective materials and workmanship.
  
- d. **BIDS RECEIVED LATE:** It is the bidder’s responsibility to ensure the bid is received by the Division of Procurement Management prior to the opening date and time specified. Any bid received after the opening date and time will be promptly returned to the bidder unopened. Lee County will not be responsible for bids received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
  
- e. **BID CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
  
- f. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in bidder disqualification.
  
- g. **WITHDRAWAL OF BID:** No bid may be withdrawn for a period of 90 days after the scheduled time for receiving bids. A bid may be withdrawn prior to the bid-opening date and time. Such a request to withdraw must be made in writing to the Director, who will approve or disapprove of the request.

- h. **COUNTY RESERVES THE RIGHT:** The County reserves the right to exercise its discretion, to waive minor informalities in any bid; to reject any or all bids with or without cause; and/or to accept the bid that in its judgment will be in the best interest of the County of Lee.
- i. **EXECUTION OF BID:** All bids shall contain the signature of an authorized representative of the bidder in the space provided on the quote proposal form. All bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bid shall be initialed.

2. **ACCEPTANCE**

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

3. **SUBSTITUTIONS**

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

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

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

- a. Local Business Tax – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the bid all necessary permits and/or licenses required for the sale of this product and/or service and upon the request of the County will provide copies of licenses and/or permits within 10 calendar days after request.
- c. The geographic preference established in the Local Vendor Preference ordinance is applicable to all Lee County procurement activities unless otherwise specifically noted in the solicitation package. Provided, however, the Local Vendor Preference ordinance is not applicable to procurement activity or solicitations involving Federal Transit Administration grant funds.
- d. Florida Statutes Section 607.1501 (1) states: A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

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

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

6. **PRE-BID CONFERENCE**

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

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

7. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

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

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

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

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or bidders should include in their bid all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

8. **LEE COUNTY BID PROTEST PROCEDURE**

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

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

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

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

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

costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

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

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

The Formal Written Protest shall contain the following:

- County bid/quote/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, statutes, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

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

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

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

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

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

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

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

9. **PUBLIC ENTITY CRIME**

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

10. **QUALIFICATION OF BIDDERS** (unless otherwise noted)

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

11. **MATERIAL SAFETY DATA SHEETS**

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

12. **MISCELLANEOUS**

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

13. **WAIVER OF CLAIMS**

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

14. **AUTHORITY TO PIGGYBACK**

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

15. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

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

c) **Disadvantaged Business Enterprises (DBE's)**

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

The County further reserves the right to purchase any of the items in this bid from DBE's to fulfill the County's stated policy toward DBE's.

d) **Anti-Discrimination**

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

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

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



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

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

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

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

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

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

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

16. **AUDITABLE RECORDS**

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

17. **DRUG FREE WORKPLACE**

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

18. **REQUIRED SUBMITTALS**

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

19. **TERMINATION**

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

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

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

20. **CONFIDENTIALITY**

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

21. **ANTI-LOBBYING CLAUSE**

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

22. **INSURANCE (AS APPLICABLE)**

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

23. **CONFLICT OF INTEREST**

All firms are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22:

The County is prohibited from soliciting a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.

And:

A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary contractor/consultant or a prominent member of the team, cannot be selected or retained, as the primary contractor/consultant or a named member of the contracting/consulting team, to perform project design, engineering, or construction services for subsequent phase s or scopes of work for this project. Pursuant to FS. S. 287.057(17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.

Should your response be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the submittal from consideration for this project.

LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR

LANDSCAPE MAINTENANCE AND MOWING OF WATER, WASTEWATER FACILITIES AND WASTEWATER  
REUSE SITES

DATE SUBMITTED: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

TO: The Board of County Commissioners  
Lee County  
Fort Myers, Florida

Having carefully examined the “General Conditions”, and the “Detailed Specifications”, all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

**NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.**

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

**THE SIZES OF THE SITES STATED BELOW ARE ESTIMATES ONLY.  
THE AMOUNT OF PALM TREES ON EACH SITE IS AN ESTIMATE ONLY.  
NO HERBICIDE OF ANY KIND CAN BE USED TO MAINTAIN A WELL SITE.**

**THIS IS AN ALL INCLUSIVE BID, WHICH INCLUDES PROPERLY TAKING CARE OF EVERY TREE, BUSH, AND ORNAMENTAL PLANT OF EVERY KIND (INCLUDING TRIMMING, ETC.), MOWING AND MAINTAINING THE GROUNDS, MULCHING (BOTH REPLENISHING AND REPLACEMENT) IS INCLUDED IN THIS QUOTE.**

**ALL QUANTITIES OF MULCH ARE APPROXIMATE. IT IS THE VENDORS RESPONSIBILITY TO PROVIDE THE COUNTY WITH THE CORRECT AMOUNTS OF MULCH.**

**ALL OF THE LEE COUNTY UTILITY SITES ARE INCLUDED IN THIS QUOTE. THIS QUOTE IS ALL INCLUSIVE OF ALL OF THE MAINTENANCE AND MOWING, ETC. ABSOLUTELY NO ADDITIONAL PAYMENTS WILL BE MADE FOR THE SERVICES AND ITEMS STATED IN THIS QUOTE.**

**SITE**

**COST PER SITE VISIT**

**SITE 1: FORT MYERS BEACH WASTEWATER TREATMENT PLANT**

\$ \_\_\_\_\_

17155 Pine Ridge Road  
Fort Myers, Fl 33931

Ben Wright  
239-466-8039

9 acres

About half of the fence line here is not clean. This is to be left the same but what is clean now has to be kept clean. There is a lot of gravel area here. In front of the plant from the fence to the road has to be mowed and maintained as well.

Approximately 60 palm trees

Approximately 300 bags of red mulch are needed at this site.

**SITE 2: FIESTA VILLAGE WASTEWATER TREATMENT PLANT**

\$ \_\_\_\_\_

1366 San Souci Drive, Fiesta Way off Cypress Lake Dr.  
Ft. Myers, Florida 33919

Darryl Parker  
239-481-1953

2 acres

There is a large gravel area here.

Behind the plant outside the back gate next to Myerlee Country Club Blvd the grass has to be mowed from the fence to the street the entire width of the plant property There are a lot of ficus bushes on this site that are used as a screening wall that need to be trimmed on a regular basis. The ficus along the driveway needs to be kept trimmed with fourteen feet head clearance.

Approximately 21 palm trees

Approximately 150 bags of red mulch are needed at this site.

**SITE 3: PINE ISLAND WASTEWATER TREATMENT PLANT**    \$ \_\_\_\_\_

6928 Stringfellow Road, St. James City  
St. James City, Florida 33956

Mario Curiel  
239-282-0025

3 acres

There is a lot of gravel area here

On the road leading from Stringfellow road to the plant the grass area on the plant side of the road to the plant has to be mowed and the fence has to be controlled from weeds. The area in front at Pine Island road has to be mowed from the fence to the road including the sidewalk area. The entire fenced area at the plant has to have the weeds controlled on the fence line.

A ten foot area on the outside of the plant fence has to be mowed each time the site is mowed. Any trees in this ten foot area need to be maintained as well, do not let any pepper bushes grow in this area.

The yard behind the office up to the top of the pond berm is included here.  
Lot of hedging on this site

There is a ficus hedge along the front plant fence line that needs to be regularly trimmed.

Approximately 32 palm trees

Approximately 180 bags of red mulch are needed at this site.

**SITE 4: WATERWAY ESTATES ISLAND**    \$ \_\_\_\_\_

1667 Inlet Drive  
North Fort Myers, Florida 33903

Dennis Lang  
239-481-1953

The wastewater plant has been removed from this site.

Mow the grass areas and keep the bushes trimmed as needed. There is a lot of area here that is not level and has a lot of rocks mixed in the dirt and gravel. In these areas where you can't use a mower spray weed killer to keep the whole area looking good.

2 acres

55 palm trees.

**SITE 5: WATERWAY ESTATES REUSE TANK**

\$ \_\_\_\_\_

Berkdale Reuse Tank  
3911 Orange Grove Blvd.  
North Fort Myers Florida 33903

Dennis Lang  
239-481-1953

.5 acres

This site has a dirt/gravel road on each side. The area needs to be mowed past these roads up to the tree line on each side. These trees and or pepper bushes will need to be trimmed as needed to keep them off the road on each side. The front area between the road and the sidewalk is to be mowed. The ornamental bushes on this site will need to be kept trimmed as needed.

Approximately 52 palm trees

Approximately 400 bags of red mulch are needed at this site

**SITE 6: GATEWAY SERVICES WASTEWATER PLANT**

\$ \_\_\_\_\_

13240 Griffin Drive

Fort Myers, Florida 33913

Fort Myers, Florida 33913

Ed Neefe  
Plant phone 239-768-3392  
Lead Operator 239-357-6486

35 acres

Approximately 130 palm trees

Cut grass and weed eat all green space areas (+ - 35 acres) within the Gateway facility fence line to include the north berms of the 2 onsite ponds, the storm water retention swales and pond including its discharge/riprap area located at the south fence line.

**Apply herbicide at the rock/mulch beds and fence line areas only. Herbicide is not to be used in lieu of weed eating at any time in areas other than rock/mulch beds and fence line maintenance**

The entire fence line around this site is to be kept clean and free from anything growing on or through it. This fence line needs to be maintained this way at all times. The fence line needs to be mowed six foot on the outside to keep it clean. The trees on the front (north) fence line of the property need to be kept trimmed back from growing over the inside and hanging in the road.

Approximately 375 bags of red mulch are needed at this site

**SITE 7: HIGH POINT WASTEWATER PLANT**

\$ \_\_\_\_\_

High Point Wastewater Treatment Plant  
9001 Sedgefield Road North Fort Myers, 33913

Ed Neefe  
239-357-6486 Lead operator  
239-768-3392 Gateway facility

To the west of the plant there are two ponds. The pond grass area along with both pond berms is to be included in the mowing. These ponds need to have the banks mowed and weed eater ran down to the water level in each pond. The discharge pipe area at the north end of both ponds is to be kept free and clear of all overgrowth and or vegetation at all times.

**PLEASE NOTE THERE IS TO BE NO APPLICATION OF HERBICIDES AT THE HIGH POINT POND SITE.**

Additionally during periods of dry weather as the ponds become accessible the entire pond bottom is to be mowed.

No mulch is needed at this site.

This includes mowing the road from Sedgefield road to the cattle gate to the plant and eight feet on each side of the road and keeping the palm and tree branches from hanging over the road. Trim all the palm trees along this road and in front of the cattle gate to Sedgefield road.

North on Nalle Rd. 3 miles, left on Sedgefield Rd. to the end, through cattle gate back in the field.

1.6 acre

**SITE 8: SAN CARLOS WASTEWATER TREATMENT PLANT**

\$ \_\_\_\_\_

18078 Cypress Point  
Fort Myers, Florida 33967

Chris Fuzi  
239-432-9492  
239-357-3071

The entire fence line around this site is clean and free from anything growing on or through it. This fence line needs to be maintained this way at all times.

3 acres

Approximately 100 bags of red mulch are needed at this site



**SITE 9: THREE OAKS WASTEWATER TREATMENT PLANT** \$ \_\_\_\_\_

18521 Three Oaks Pkwy.  
Fort Myers, Florida 33912

Jerry Johnson  
239-267-0387

6.15 acres  
There is a lot of gravel area here

Approximately 10 palm trees

The entire fence line around this site is clean and free from anything growing on or through it. This fence line needs to be maintained this way at all times.

Approximately 50 bags of red mulch are needed at this site

**SITE 10: LIFT STATION 480** \$ \_\_\_\_\_

3841 Ballard Road  
Ballard Road and Markland  
Ft. Myers, Florida 33916

Rich Sims  
239-693-6453

The entire fence line around this site is clean and free from anything growing on or through it. This fence line needs to be maintained this way at all times. In front of the lift station and on the east side the grass needs cut all the way to the road. This site at times has a lot of trash left in the grass area outside of the fence. Every time the site is mowed the trash needs to be cleaned up.

No mulch is needed at this site.

0.275 acre

**SITE 11: LIFT STATION 481** \$ \_\_\_\_\_

5441 Palm Beach Blvd.  
I- 75 and Palm Beach Blvd.  
Ft. Myers Florida 33905

Rich Sims  
239-693-6453

0.275 acre  
The entire fence line around this site is clean and free from anything growing on or through it. This fence line needs to be maintained this way at all times. On the west and south side mow the grass on the outside of the fence all the way to the road.

Approximately 10 palm trees, these trees are just outside the back fence line.

**SITE 12: LIFT STATION 482**

\$ \_\_\_\_\_

12901 Palm Beach Blvd.  
Fort Myers Shores, Florida 33905

Rich Sims  
239-693-6453

On the east side and north side mow the grass on the outside of the fence all the way to the road.

0.298 acre

Approximately 6 palm trees, these trees are just outside the back fence line.

**SITE 13: LIFT STATION 263**

\$ \_\_\_\_\_

806 South Street  
Fort Myers Beach, Florida 33908  
(Main St. at San Carlos Blvd. Just before the bridge.)

Rich Sims  
239-693-6453

0.252 acre

**SITE 14: LIFT STATION 601**

\$ \_\_\_\_\_

1751 Dock Way  
North Fort Myers, Florida 33903  
Inlet Dr., Right on Dockway at the end.

Rich Sims  
239-693-6453

0.078 acre

Approximately 6 palm trees

This area must be mowed with a lawn mower and can't be cut entirely with a weed eater. This location has to have new red mulch applied **twice** a year.

Lot of hedging and bushes on this site, this site is highly visible so these bushes need to be maintained very well. The palm trees in the right front out of the fenced area are included in this as well and need to be trimmed with the ones inside the fence.

Approximately 160 bags of red mulch are needed at this site

**SITE 15: LIFT STATION 3378**

\$ \_\_\_\_\_

60/70 Danley Drive  
Behind the Lee County Environmental Lab

Rich Sims  
239-693-6453

**SITE 16: LIFT STATION 3393**

\$ \_\_\_\_\_

11601 McGregor Blvd  
Ft. Myers, Florida 33919

Rich Sims  
239-693-6453

Lot of gravel inside of fence area  
Maintain the entire pie shaped piece of property all the way to the road and maintain the water retention area and mow from the sidewalk to the road as well on both sides.

Approximately 100 bags of red mulch are needed at this site

**SITE 17: LIFT STATION 2279**

\$ \_\_\_\_\_

1113-1155 Estero Blvd/Fifth St.  
Fort Myers, Florida 33931

Rich Sims  
239-693-6453

**SITE 18: LIFT STATION 6600**

\$ \_\_\_\_\_

779 Pondella Road  
Fort Myers, Florida 33903

Rich Sims  
239-693-6453

There are a lot of hedges at this site, keep them trimmed neatly at all times. There are some cabbage palms at this site as well.

Approximately 100 bags of red mulch are needed at this site

**SITE 19: CORKSCREW WATER TREATMENT PLANT**

\$ \_\_\_\_\_

16101 Alico Road  
Fort Myers, Florida 33913

Todd Cichy  
239-267-8228

12.25 acres

There are three lime sludge ponds at the plant. Ponds one and two are inside the plant fence area. The pond banks and top of the banks have to be kept mowed. The area around the pump station needs to be weedeated as well, just what can be reached from the top flat part of the berm wall.

Pond three is outside the plant fence area to the south. This pond needs the top of the berm and the outside of the berm mowed. The area around the pump station needs to be weedeated as well, just what can be reached from the top flat part of the berm wall.

On the outside bottom of the berm at least a twenty foot area around the entire pond has to be mowed.

Outside the main fenced in area there is an empty field to the south. This entire area needs to be mowed to the first road and over to the tree line. This area is to the south and as long as the fence is from the front of the plant to the back fence by the sludge ponds. Mow the area from Alico road down to the large end of the fence line where the large dirt pile is.

The entire fence line around this site is clean and free from anything growing on or through it. This fence line needs to be maintained this way at all times.

Approximately 6 palm trees

Approximately 150 bags of red mulch are needed at this site

**SITE 20: CORKSCREW WATER TREATMENT PLANT**

\$ \_\_\_\_\_

Corkscrew Road: see map titled Corkscrew Wellfield

8 well sites, Wells 32S & 32D, 33S & 33D, 34S & 34D, 35S & 35D, 36S & 36D  
Wells 37S & 37D, 38S & 38D, 39S & 39D

Todd Cichy  
239-267-8228

These wells all have a water retention area outside the fence area. These areas need to be mowed inside and out. On the outside a ten foot area needs to be mowed from the bottom of the berm wall and all bushes need to be kept trimmed off this ten foot space.

All the area between the bottom of the concrete culverts on each side of the driveway needs to be mowed all the way to the paved road.

At well site 33 once a year pine straw has to be added to the area outside the fence around the bushes. The bushes at this site need to be kept trimmed just a little higher than the fence line. The bushes are used to shield the well site from view.

**SITE 21: CORKSCREW WATER TREATMENT PLANT**      \$ \_\_\_\_\_

Corkscrew Road ASR Well sites: see map titled Corkscrew Wellfield

3 well sites, Wells ASR #3 & 31S & 31D, ASR #4 & 30S & 30D, ASR #5 & 29S & 29D

On the outside a ten foot area around the fence will be mowed. The monitoring wells will have at least a six foot area mowed around them. The path to each monitoring site will be ten feet wide. Mow each well site out to Alico Road and mow to the bottom of each concrete culvert on either side of the driveway.

Starting at the plant, drive north on Alico Road. The first site you come to on the right is ASR #4, Wells 31S & 31D. After this is mowed, mow a 10 foot path through the grass from the NW corner of the Well 31 fence, about 400' north to Monitoring Well #5.

Drive north on Alico Road. The next site you come to on the right is ASR #3, Well 30S & 30D. After this is mowed, mow a 10 foot path through the grass from the NW corner of the Well 30 fence, about 250' north to Monitoring Well #2.

Drive north on Alico Road. The last site you come to on the right is ASR #5, Well 29S & Well 29D. After this is mowed, drive slightly north to the rock pit entrance. Mow a 10 foot path from the north side of the entrance through the grass about 200' north to Monitoring Well #6.

**NO WEED KILLER CAN BE USED INSIDE THE WELL SITE OR ALONG THE FENCE LINE AROUND THE WELL SITE.**

Todd Cichy  
239-267-8228

**SITE 22: GREEN MEADOW WATER TREATMENT PLANT**      \$ \_\_\_\_\_

16001 Airport Haul Road  
Fort Myers, Florida 33913  
North on Airport Haul Road, to first paved road on the right at stop sign.

Val Sikora  
239-267-1151

The fence around the plant is free from any overgrowth. Keep the fence in this condition at all times. A six foot area on the outside of the fence is to be kept mowed. There are some wells outside the fence that need mowed around. The septic tank drain field area has to be mowed as well and a twenty foot area all around the drain field mowed as well.

3 acres

**SITE 23: GREEN MEADOWS WATER TREATMENT PLANT**      \$ \_\_\_\_\_

Green Meadows Backwash Pond area  
16001 Airport Haul Road  
Fort Myers, Florida 33913

Val Sikora  
239-267-1151

Mow the top of the backwash pond berms and down the slopes and an area of fifty feet around the concrete storage tank.  
5.0 acres

**SITE 24: GREEN MEADOWS WATER TREATMENT PLANT**      \$ \_\_\_\_\_

South Reservoir  
6480 South Pointe Blvd.  
Fort Myers, Florida 33919

Val Sikora  
239-267-1151

0.711 acre

This includes mowing the retention area in front between fence and sidewalk and mowing on the north side outside fence line to drainage ditch. The area from the sidewalk to the road is to be mowed. The trees at this site are to be trimmed on a regular basis to keep them from hanging over the road. This also includes trimming the trees from the adjoining property that hang over the fence.

Approximately 3 palm trees

**SITE 25: GREEN MEADOWS WATER TREATMENT PLANT**      \$ \_\_\_\_\_

Alico Road Booster Station  
17101 Oriole Road  
Fort Myers, Florida 33913  
On corner of Alico and Oriole

Val Sikora  
239-267-1151

0.413 acre

The fence line on the back of the site needs to have the brush line kept back from the fence at least five feet. On the outside of the fence line the grass needs to be mowed to the road on two sides of the property.

Approximately 12 palm trees

**SITE 26: GREEN MEADOWS WATER TREATMENT PLANT**      \$ \_\_\_\_\_

Minors Corner Booster Station  
15147 McGregor Blvd  
Fort Myers, Florida 33908  
McGregor Blvd and Gladiolus behind restaurant

Val Sikora  
239-267-1151

0.296 acre

In the front of this site the grass has to be mowed to the road. The hedges on this site need to be kept neatly trimmed at all times.

Approximately 14 palm trees  
Approximately 150 bags of red mulch are needed at this site

**SITE 27: GREEN MEADOWS WATER TREATMENT PLANT**     \$ \_\_\_\_\_

Airport Haul Reservoir  
16000 Airport Haul Road  
Fort Myers, Florida 33913

Val Sikora  
239-267-1151

The entire fence line is free from any overgrowth. Keep the fence like this, at all times. Mow a six foot area on the outside of the fence out to the barb wire fence. Mow both sides of the entrance road out to the main road where the stop signs are located.

There is a lot of gravel here.

6 acres

**SITE 28: NORTH RO PLANT**     \$ \_\_\_\_\_

Cape Coral / North RO Plant inter connect valve  
Corner US 41 and Delprado

Richard Hawes  
239-567-2181

Fenced in area only and maintain fence line, mow six feet outside the entire fence line.

**SITE 29: NORTH RO PLANT**     \$ \_\_\_\_\_

North Elevated Tower  
110 Pine Island Road  
North Fort Myers, Florida 33909

Richard Hawes  
239-567-2181

1 acre

Mow inside of fenced area and mow in front to the road and in the back mow all the way down the school fence line to the power lines. The area between the sidewalk and the road is to be mowed as well.

On the east side of the tower area there are large trees that grow over to the tower. Once a year when all the palm trees get trimmed these large trees need to be trimmed back at least six feet back from the tower.

Approximately 37 palm trees

Approximately 100 bags of red mulch are needed at this site

**SITE 30: NORTH RO PLANT**

\$ \_\_\_\_\_

North Reservoir  
7351 Samville Road  
North Fort Myers, Florida 33917

Richard Hawes  
239-567-2181

On the front fence line the area between the fence and the road is to be mowed as well. On the two sides where there are woods the outside of the fence is to be kept mowed six foot back from the fence. The side that has the wooden fence area can be sprayed for weeds all along that fence.

0.803 acre

**SITE 31: OLGA WATER TREATMENT PLANT**

\$ \_\_\_\_\_

Tice Elevated Tower  
461 Menocal Avenue  
Fort Myers, Florida 33905

Cadd Balogh  
239-694-4038

0.238 acre

Mow inside the fenced area and mow the ditch in front. Mow in back as much as possible. There has been a continuing problem with trash at this site. Please make sure the trash is cleaned up with each mow. On the north side of the tower there is a large oak tree growing. Once a year when all the palm trees are trimmed this oak needs to be trimmed back at least six feet from the tower.

**SITE 32: OLGA WATER TREATMENT PLANT**

\$ \_\_\_\_\_

Collins St. Booster Pump Sta.  
2534 Collins Street  
Fort Myers, Florida 33901  
Between Evans and Fowler

Cadd Balogh  
239-694-4038

0.0246 acre

Maintain the area inside the fence, spraying weed killer inside this fenced area is fine, no grass grows there anyway. Behind the fenced area mow the back to the road. There has been a continuing problem with trash at this site. Please make sure the trash is cleaned up with each mow.



**SITE 33: OLGA WATER TREATMENT PLANT**

\$ \_\_\_\_\_

City Fort Myers / Lee County Interconnect  
West of 5001 Dr. Martin Luther King Jr. Blvd  
Fort Myers, Florida 33905  
East side of Ortiz Ave. just north of MLK Blvd.

Cadd Balogh  
239-694-4038

Fenced in area only and maintain fence line  
Only use a weed eater and spray to control weeds inside the fence. Do not use any other equipment such as mowers, etc.  
inside of the fenced in area.

Mow a six foot area around the outside of the fence line.

**SITE 34: OLGA WATER TREATMENT PLANT**

\$ \_\_\_\_\_

Interconnect between Olga and Corkscrew  
East of I-75 on north side of Palm Beach Blvd  
Next to Lift Station 481.

Cadd Balogh  
239-694-4038

Mow inside fence area and six foot around the outside on all four sides. Mow the front area to the sidewalk. Mow the back  
to the other barb wire fence line.

**SITE 35: PINEWOODS WATER TREATMENT PLANT**

\$ \_\_\_\_\_

41 Booster Station  
18740 South Tamiami Trail  
Fort Myers, Florida 33908

Damon Hardy  
239-992-1319

13,000 Sq. ft. 0.298 acres

Approximately 1 palm tree

The 41 Booster tank is located inside of a subdivision. The fence line is to be kept free of anything growing on it at all  
times. You will have to show ID to get past the guard office.

**SITE 36: WATERWAYS ESTATES BOOSTER STATION**

\$ \_\_\_\_\_

4271 St. Clair Avenue  
North Fort Myers, Florida 33903  
0.734 acre

Richard Hawes  
239-567-2181

There is a lot of gravel area here

The height of the bushes on the inside of the back fence will be kept at the level of the top of the fence. On the back side of the fence the tall bushes will be kept at the level of the top of the fence line and the smaller bushes will be trimmed and kept as a hedge. Mow the entire front area outside of the fence, mow all the way to the road. On the east side mow six foot outside the fence all the way down behind the daycare next door. In the back of the property check the bush planting bed at every mow to keep the weeds under control and to keep the bushes trimmed properly.

Approximately 16 palm trees

Approximately 850 bags of red mulch are needed at this site

**SITE 37: OLGA WATER TREATMENT PLANT**

\$ \_\_\_\_\_

Bayshore WTP  
2259 Club House road

Mow the entire plant site. Keep the exotic vegetation from growing along the canal bank on a regular basis. Always clean up trash along the canal bank and on the rest of the property

Cadd Balogh  
239-694-4038

**SITE 38: OLGA WATER TREATMENT PLANT**

\$ \_\_\_\_\_

1450 Werner Drive  
Alva, Florida 33920

Cadd Balogh  
239-694-4038

16 acres.

All the areca palms on the property have to have mulch applied to them as well and pine straw applied to all the tree beds along the river.

Weed eat the intake island and the river bank on the island down to the river water level.

Ensure that all stone, pavement and concrete areas are free of any weeds.  
Approximately 140 palm trees

Approximately 300 bags of red mulch are needed at this site  
Approximately 400 bales of pine straw are needed at this

**SITE 39: NORTH RO PLANT**

\$ \_\_\_\_\_

18250 Durrance Road: see map titled North Lee County Wellfield  
North Fort Myers, Florida 33917

Richard Hawes  
239-567-2181

Inside the fenced in area at the plant there are roads leading to four wells. The sides of these roads are to be mowed as well. Wells 1, 2, 3 and 7 are inside the plant grounds. There is a lot of gravel area here. The water retention area in front of the plant has to be mowed as well, in the summer it gets wet but it always dries out after the rain stops.

The entire front fence line is to be kept mowed three foot on the inside and three foot on the outside at all times. It is fine to use weed killer on the fence line.

14 acres

Approximately 200 bags of red mulch are needed at this site

**SITE 40: NORTH RO WATER PLANT**

\$ \_\_\_\_\_

Wells #4, 5, 6 and 8 are off of Durrance in very close proximity to the plant. See map titled North Lee County Wellfield

Richard Hawes  
239-567-2181

This site also includes mowing the entire ditch in front of the plant from where the plant property starts on the south side and all the way to the north end of the property. There are two fire hydrants along Durrance Road. The access to these are to be mowed and weedeated as well. Any and all trash in the ditch needs to be cleaned up before each mow.

On the south fence line at well 4 keep the south chain link fence clean from anything growing on it for 150 feet from Durrance road. It is ok to use weed killer on this fence line. On the outside of the fence in front by the road keep the area mowed over to the next property owner.

**SITE 41: NORTH RO WATER PLANT**

\$ \_\_\_\_\_

Well site #9: see map titled North Lee County Wellfield  
Behind 18010 Nalle Road  
North Fort Myers, Florida 33917  
North on Nalle road on right

Richard Hawes  
239-567-2181

Mow well area and five foot on each side of the entrance road from Nalle Rd to well site  
Mow area in front of gate by Nalle Rd and the water line valves marking post along entrance road. In front mow to the bottom of each concrete culvert and mow to the road the width of the culverts.

**SITE 42: NORTH RO WATER PLANT**

\$ \_\_\_\_\_

Well site #10: see map titled North Lee County Wellfield  
Behind 17950 Wells Road  
North Fort Myers, Florida 33917  
North on Wells Road on right

Richard Hawes  
239-567-2181

Mow well area and five foot on each side of the entrance road from Wells Rd to well site Mow area in front of gate by Wells Rd and the water line valves marking post along entrance road. In front mow to the bottom of each concrete culvert and mow to the road the width of the culverts.

**SITE 43: NORTH RO WATER PLANT**

\$ \_\_\_\_\_

Well site #11: see map titled North Lee County Wellfield  
West of 17901 Wells Road

Site is off of Pritchett Pkwy. Always keep front fence closed at all times as there may be cattle grazing here. Mow on right to fence line and mow on left six foot over from the road. Mow well site and maintain trees as needed. In front mow to the bottom of each concrete culvert and mow to the road the width of the culverts.

Richard Hawes  
239-567-2181

**SITE 44: NORTH RO WATER PLANT**

\$ \_\_\_\_\_

Well site #12: see map titled North Lee County Wellfield  
East of 17850 Leetana road

Site is off of Pritchett Pkwy. Always keep front fence closed at all times as there may be cattle grazing here. Mow on left to fence line and mow on right six foot over from the road. Mow well site and maintain trees as needed. In front mow to the bottom of each concrete culvert and mow to the road the width of the culverts.

Richard Hawes  
239-567-2181

**SITE 45: NORTH RO WATER PLANT**

\$ \_\_\_\_\_

Well site #13A: see map titled North Lee County Wellfield  
18211 Leetana Road

Site is on the corner of Leetana Road and Wetstone Road. Mow fenced in area around well site and mow along road side along property and around the corner.

Richard Hawes  
239-567-2181

**SITE 46: NORTH RO WATER PLANT**

\$ \_\_\_\_\_

Well site #14: see map titled North Lee County Wellfield  
South of 18071 Leetana Road

Site is on Leetana Road. Only mow the area at the side of the road before the fence gate that leads to the actual well site.

Richard Hawes  
239-567-2181

**SITE 47: NORTH RO WATER PLANT**

\$ \_\_\_\_\_

Well site #15: see map titled North Lee County Wellfield  
18211 Leetana Road

Site is on Leetana Road. Mow from the road to the back of the property and around the fenced in well site. Mow both sides of the entrance road going back to the well.

Richard Hawes  
239-567-2181

**SITE 48: NORTH RO WATER PLANT**

\$ \_\_\_\_\_

Well site #16A: see map titled North Lee County Wellfield  
17500 Wells Road

Site is on Wells road. Mow from the road to the back of the property and around the fenced in well site. Mow both sides of the entrance road going back to the well. Mow area by paved road entrance. Keep bushes trimmed as needed.

Richard Hawes  
239-567-2181

**SITE 49: NORTH RO WATER PLANT**

\$ \_\_\_\_\_

Well site #17A: see map titled North Lee County Wellfield  
17100 Pelican way

Site is on Swan way off of Bayshore Road. Mow both sides of entrance road and around gate. Mow around well fenced in site.

Richard Hawes  
239-567-2181

**SITE 50: NORTH RO WATER PLANT**

\$ \_\_\_\_\_

Well #18A: see map titled North Lee County Wellfield  
17760 Wells Road  
North Fort Myers, Florida 33917

Mow entire area inside fence and all the way out to the road. Mow the entrance road over to the fence and over to the next property owner lot line.

Richard Hawes  
239-567-2181

2 acres

**SITE 51: BARTOW REUSE FACILITY**

\$ \_\_\_\_\_

18513 Bartow Blvd.  
Fort Myers, Florida 33912

Rand Edelstein  
239- 533-8167

Mow in front of the facility to the road. Keep the entire fence line around the whole facility clean and free of grass and weeds. Mow a three foot area outside the back and side fences.

2 acres

Approximately 20 palm trees

Approximately 100 bags of red mulch are needed at this site

**SITE 52: PINEWOODS WATER TREATMENT PLANT**

\$ \_\_\_\_\_

11950 Corkscrew Road  
Estero, Florida 33928

Damon Hardy  
239-992-1319

2.027 acres

Approximately 3 palm trees

The entire fence line around this site is clean and free from anything growing on or through it. This fence line needs to be maintained this way at all times. On the west side of the plant outside the fence the grass between the fence and the road is include to be mowed. The area between the front fence along Corkscrew road between the road and the fence is to be mowed as well all the way to the road. On the east side of the plant the area between the road and the drainage ditch needs to be mowed all the way to the ditch and all the palm trees and pepper bushes need to be kept neatly trimmed.

Approximately 350 bags of red mulch are needed at this site

**SITE 53: COLLEGE PARKWAY FACILITY**

\$ \_\_\_\_\_

Customer Service Facility & Maintenance Facility  
7401 College Parkway  
Fort Myers, Florida 33907

Larry Clifford  
239- 533-5642

4.22 acres

Approximately 30 palm trees

Approximately 500 bags of red mulch are needed at this site

**SITE 54: DETAR FACILITY**

\$ \_\_\_\_\_

5180 Tice Street  
Fort Myers, Florida 33905  
Detar Lane off Tice Street

Dewayne Tagg  
239-357-1096  
0.344 acre

Approximately 25 palm trees

The maintenance for this site starts at the corner where Detar Lane turns and heads towards the site. Both sides of the road from this corner to the site are to be maintained. The fence on the left side of the road going to the Detar building needs to be kept clean at all times. Weed killer is fine to spray on the fence line. The fence area around the Detar building needs to be kept free from anything growing on and or through it.

The entire area around the retention pond needs to be maintained as well. When the retention area is dry the bottom of it needs mowed.

Spray the entire fence line around the whole site with weed killer at least at every other mow.

Approximately 800 bags of red mulch are needed at this site

**SITE 55: DEPOT 1, EMS AND MARINE SERVICES**

\$ \_\_\_\_\_

190 Evergreen  
North Fort Myers, Florida 33903  
North of Pondella between the 2- 41s

Werner Duswald  
239- 652 -0800

0.381 acre

This site has to be mowed between the hours of 8:00AM and 3:30PM Monday through Friday.

There are a lot of hedges at this site. The top of the hedges on the east and west sides need to be around six feet so they hide the facility from its neighbors. The hedges across the south side and internal areas need to be kept between 3-4 feet in height. The small drainage ditch on the west side of the property needs to be kept clean of trash and weed-eated each time the site is visited. Both sides of the ditch and the bottom need to be weedeated. The oak trees on the East side of the property need to be trimmed and maintained to eliminate damage to the fence. The internal oak trees shall be maintained in order to avoid building and parked vehicle damage. Only the front landscaped area along the fence needs to be mulched. No mulch shall be placed in the storm water system, which includes the ditches on the north side, west side, and southwest corner of the property. The asphalt areas need to be cleaned of grass utilizing a blower taking all precautions not to damage employee's personal and county vehicles and/or boats.

Approximately 300 bags of red mulch are needed at this site.

**THE FOLLOWING AREAS ARE TO BE MOWED ONCE A MONTH EVERY MONTH EXCEPT DURING THE SUMMER MONTHS OF JUNE, JULY, AUGUST, SEPTEMBER AND OCTOBER AND IN THOSE MONTHS THEY WILL BE MOWED TWICE.**

**IN ALL THE FOLLOWING AREAS THERE ARE ELECTRICAL JUNCTION BOXES AND PIPES STICKING UP OUT OF THE GROUND. VERY CLOSE ATTENTION NEEDS TO BE PAID WHILE MOWING THESE AREAS.**

**For all Greenmeadows Well locations: see map titled Greenmeadows Wellfield**

**SITE 56: GREEN MEADOWS WELL #1** \$ \_\_\_\_\_

**SITE 57: GREEN MEADOWS WELL #1D** \$ \_\_\_\_\_

**SITE 58: GREEN MEADOWS WELL #2** \$ \_\_\_\_\_

**SITE 59: GREEN MEADOWS WELL #2A** \$ \_\_\_\_\_

**SITE 60: GREEN MEADOWS WELL #3** \$ \_\_\_\_\_

**SITE 61: GREEN MEADOWS WELL #3A** \$ \_\_\_\_\_

**SITE 62: GREEN MEADOWS WELL #3B** \$ \_\_\_\_\_

**SITE 63: GREEN MEADOWS WELL #4** \$ \_\_\_\_\_

**SITE 64: GREEN MEADOWS WELL #4A** \$ \_\_\_\_\_

**SITE 65: GREEN MEADOWS WELL #5** \$ \_\_\_\_\_

**SITE 66: GREEN MEADOWS WELL #5A** \$ \_\_\_\_\_

**WELL SITES 67 THROUGH 74 CANNOT BE ACCESSED FROM GREENMEADOWS. YOU HAVE TO GO BACK TO ALICO ROAD AND GO EAST TO THE END OF ALICO ROAD BY THE ROCK PITS. WELLS SITES 67 THROUGH 74 ARE ABOUT FOUR MILES AWAY FROM THE PLANT. SEE MAP TITLED GREENMEADOWS WELLFIELD**



**SITE 67: GREEN MEADOWS WELL #8**

\$ \_\_\_\_\_

**SITE 68: GREEN MEADOWS WELL #8A**

\$ \_\_\_\_\_

**SITE 69: GREEN MEADOWS WELL #9**

\$ \_\_\_\_\_

**SITE 70: GREEN MEADOWS WELL #9A**

\$ \_\_\_\_\_

**SITE 71: GREEN MEADOWS WELL #10**

\$ \_\_\_\_\_

**SITE 72: GREEN MEADOWS WELL #10A**

\$ \_\_\_\_\_

**SITE 73: GREEN MEADOWS WELL #11**

\$ \_\_\_\_\_

**SITE 74: GREEN MEADOWS WELL #11A**

\$ \_\_\_\_\_

All Green Meadows wells belong to:  
Val Sikora  
239-267-1151

**SITE 75: BARTOW REUSE FACILITY**

\$ \_\_\_\_\_

17870 Oakmont Ridge Circle  
Fort Myers, Florida 33913

Rand Edelstein  
239- 533-8164

Well #6

Keep areca palms looking neat

**SITE 76: BARTOW REUSE FACILITY**

\$ \_\_\_\_\_

Behind 17844 Oakmont Ridge Circle  
Fort Myers, Florida 33913

Rand Edelstein  
239- 533-8164

Well #9

Keep areca palms looking neat  
Mow area from well 6 to well 9 behind arecas and keep brush from  
growing over the grass road way

**SITE 77: CORKSCREW WATER TREATMENT PLANT**

\$ \_\_\_\_\_

First Road: see map titled Corkscrew Wellfield  
7 wells, Well 1, 2, 3, 21, 22, 23 & 24  
7 monitoring wells

Todd Cichy  
239-267-8228

All of the junction boxes and monitoring wells have to be mowed around. All of these locations will have at least a six foot area maintained around them.

These monitoring wells are spread out from one end of this road to the other. The actual areas are not large but a lot of stops have to be made all along the road to maintain all the sites.

At all well sites the area outside of the fence needs to be mowed all around to the bottom of the slope and five feet on level ground. The road going to the well is to be mowed back to the main road and five feet on each side of the well road. The fence line along Alico Road down to the corner where Alico Road meets Corkscrew Road will need two mowing strips on each side of the fence mowed. The fence line will then be sprayed with weed killer on this same mowing schedule.

**FIRST ROAD (STARTING AT CONSTRUCTION ENTRANCE GATE ON ALICO ROAD)**

- Monitoring Well LM926 – Just inside the gate on the right side of the road
- Well 1** on right side of road
- Well 21** on right
- FPL box on the left side of the road, across from Well 21
- Well 22** on the right
- FPL box on the left side of the road, across from Well 22
- Well 2** on the right
- FPL box on the left side of the road, across from Well 2
- Monitoring wells 2 at the end of the access road that goes off to the left, just past Well 2
- Well 23** on the right
- FPL box on the left side of the road, across from Well 23
- Well 24** on the right
- FPL box on the left side of the road, across from Well 24
- Well 3** on the right
- FPL box on the left side of the road, across from Well 3
- Monitoring wells two past Well 3, where the access road goes off to the right
- Monitoring wells two at the end of the same access road

**NO WEED KILLER OF ANY KIND CAN BE USED AROUND THE PRODUCTION OR MONITORING WELLS.**

**SITE 78: CORKSCREW WATER TREATMENT PLANT**

\$ \_\_\_\_\_

Second Road: see map titled Corkscrew Wellfield  
4 wells, Well 41, 18, 19, & 20  
9 monitoring wells

Todd Cichy  
239-267-8228

All of the junction boxes and monitoring wells have to be mowed around. All of these locations will have at least a six foot area maintained around them.

These monitoring wells are spread out from one end of this road to the other. The actual areas are not large but a lot of stops have to be made all along the road to maintain all the sites.

At all well sites the area outside of the fence needs to be mowed all around to the bottom of the slope and five feet on level ground. The road going to the well is to be mowed back to the main road and five feet on each side of the well road.

**SECOND ROAD (STARTING AT ENTRANCE GATE ON ALICO ROAD)**

FPL green box on the right side of the road by the gate

Monitoring wells D1 & D11 follow chain link fence 100' south along Alico Road

Monitoring Well Dual Zone follow fence another 100' further (then go back to the gate at Road 2)

Monitoring Well 2 follow the chain link fence 100' north along Alico Road (then go back to Road 2)

**Well 41** on the left

FPL box on the right side of the road

FPL box at the 4-way intersection

**Well 18** on the left

**Well 19** on the left

FPL box on the left side of the road, across from Well 19 driveway

Monitoring wells 4, access road to the right, 100' past Well 19, 4 monitoring wells in a clearing (then go back to Road 2)

**Well 20** on the left

FPL box on the right side of the road across from Well 20 driveway

Monitoring well right behind Well 20

(go back to the 4-way intersection and go south toward the Wellfield Generator Building)

FPL box on the left side of the road

**NO WEED KILLER OF ANY KIND CAN BE USED AROUND THE PRODUCTION OR MONITORING WELLS.**

**SITE 79: CORKSCREW WATER TREATMENT PLANT**

\$ \_\_\_\_\_

Third Road: see map titled Corkscrew Wellfield

6 wells, Well 7, 8, 9, 10, 11, & 40

4 monitoring wells

The area around the generator at well 8 and the road area out to the fence along Corkscrew Road.

Todd Cichy  
239-267-8228

Maintain gate area on entrance road to these wells at the corner of Alico and Corkscrew Road. Mow the area between the bottom of the culverts from the fence out to the road.

At all well sites the area outside of the fence needs to be mowed all around to the bottom of the slope and five feet on level ground. The road going to the well is to be mowed back to the main road and five feet on each side of the well road.

All of the monitoring wells have to be mowed around. All of these locations will have at least a six foot area maintained around them.

There is a road leading from the generator at well 8 to the second Wellfield Road. This road needs to be mowed.

These monitoring wells are spread out from one end of this road to the other. The actual areas are not large but a lot of stops have to be made all along the road to maintain all the sites.

**THIRD ROAD (STARTING AT ENTRANCE GATE ON ALICO ROAD)**

Monitoring well follow chain link fence 100' north of Well 40 along Alico Road – Monitoring well at the indent in the fence (then go back to Road 3)

**Well 40** on the left

**Well 7** on the left

FPL box on the left side of the road, just past Well 7

Monitoring wells P25 and SG5 on the left side of the road, 1/3 of the way between Wells 7 and 8

**Well 8** on the left

FPL box on the right side of the road, across from Well 8

FPL box on the left side of the road, just past Well 8

FPL box on the right side of the road, just past Well 8

**Well 9** on the left

FPL box on the right side of Well 9 driveway

**Well 10** on the left

FPL box on the right side of Well 10 driveway

Monitoring well on the right side of the road, 1/3 of the way between Wells 10 and 11

**Well 11** on the left

FPL box at the end of the road in front of Well 11

**NO WEED KILLER OF ANY KIND CAN BE USED AROUND THE PRODUCTION OR MONITORING WELLS.**

**SITE 80: CORKSCREW WATER TREATMENT PLANT**     \$ \_\_\_\_\_

South Wellfield, south off Corkscrew Road: see map titled Corkscrew Wellfield

8 wells, Well 4, 5, 6, 12, 13, 14, 15 & 16

6 monitoring wells

8 FPL boxes

1 Generator

Todd Cichy  
239-267-8228

Maintain gate area on entrance road to these wells at Corkscrew Road. Mow around both sides of the entrance gate and mow out to the road. Mow the entire area between the ditch concrete culverts.

All of the monitoring wells have to be mowed around. All of these locations will have at least a six foot area maintained around them.

These monitoring wells are spread out from one end of this road to the other. The actual areas are not large but a lot of stops have to be made all along the road to maintain all the sites.

At all well sites the area outside of the fence needs to be mowed all around to the bottom of the slope and five feet on level ground. The road going to the well is to be mowed back to the main road and five feet on each side of the well road.

**NO WEED KILLER OF ANY KIND CAN BE USED AROUND THE PRODUCTION OR MONITORING WELLS.**

FROM THE GATE ON CORKSCREW ROAD:

The main wellfield road bends to the left.

**Well 12** is on the right.

Monitoring Wells (2) “SG 8” & “PZ 8” are on the left side of the road, across from Well 12. (This site comprises of 2 white pipes, and 2 monitoring well panels)

FPL box on right side of road, just past Well 12.

**Well 4** is on the right.

**Well 13** is on the right.

FPL box on the right side of the road, in front of Well 13.

FPL box on the right side of the road.

An access road goes off to the left. The Wellfield Generator is on a pad on the right side of the access road. Mow six foot around this generator.

FPL box halfway down the generator access road there is an FPL box on the left side.

Go back to the main wellfield road.

FPL box on the right side of the road, halfway to Well 14.

**Well 14** is on the right.

FPL box on the right side of the Well 14 driveway.

**Well 5** is on the right.

Access road just past Well 5 on the right.

Monitoring Wells (2) “MW I, MW II” about 150’ down the access road on the right.

Observation Well about 300’ further down the access road on the left.

Staff gauge signs and poles a few feet further at the end of the access road.

Go back to the main wellfield road.

Electrical panel Upright stainless steel electrical panel on the left, halfway to Well 15.

**Well 15** is on the right.

FPL box on the left side of the Well 15 driveway.

**Well 6** is on the left.

FPL box on the right side of the road, across from Well 6.

**Well 16** is on the right, across from Well 6.

Access road just to the right of Well 16.

Observation wells, (2) “N I, N II” about 400’ down the access road on the left.

Monitoring Wells G I and G II, when you leave the South Wellfield and turn left to go to the Southwest Wellfield on your left approximately 1,000 feet from the South Wellfield gate there are two monitoring wells in the ditch. The brush needs to be kept trimmed back eight feet and the wells mowed around.

**NO WEED KILLER OF ANY KIND CAN BE USED AROUND THE PRODUCTION OR MONITORING WELLS.**

**SITE 81: CORKSCREW WATER TREATMENT PLANT**     \$ \_\_\_\_\_

Southwest Wells off Corkscrew Road: see map titled Corkscrew Wellfield  
4 well sites, Wells 25S & 25D, 26S & 26D, 27S & 27D, 28S & 28D

At the access gate to these wells the area at the gate to Corkscrew road and down to well 25 on both sides of the fence have to be maintained as well and along the fence to the first well. Maintain gate area on entrance road to these wells at Corkscrew Road. Mow around both sides of the entrance gate and mow out to the road. Mow the entire area between the bottom of the ditch concrete culverts and mow to Corkscrew road. Keep the bottom of the fence line clean from the front to the first well.

Weed eat inside the well fence area and mow ten foot around the outside of the fence from the well to the main road going to each well site.

Keep ficus trees off of well fence line.

Todd Cichy  
239-267-8228

**SITE 82: PINEWOODS WATER TREATMENT PLANT**      \$ \_\_\_\_\_

Pinewoods Well Field  
Wells RO2, RO4 & RO5

Damon Hardy  
239-992-1319

These wells are built on top of a raised area of dirt. Mow the banks and 15 feet out on all sides of the well. Mow from each well site to the dirt road.

**SITE 83: PINEWOODS WATER TREATMENT PLANT**      \$ \_\_\_\_\_

Well field road

Damon Hardy  
239-992-1319

The road from the plant down to the first turn in the road is to be mowed once a month. Currently this is done using a tractor and bush hog since the area is a little rough. There are numerous in ground connection boxes that cannot be damaged in the area. These boxes and other items sticking up out of the ground will have to be weedeated around.

Only this main road can be mowed. Do not turn the corner and mow farther as that area is a protected wetland.

**REUSE SITES**

**MONITORING WELLS, METER BOXES AND PIPELINES**

General Notes:

- No herbicide can be used at or around a monitoring well. This includes wells at ground level and wells that have a three foot tall small enclosure.
- Some reuse sites are inside a gated community. To get in you may have to show a photo ID. Lee County Utilities has written or talked to each gated community explaining this work inside their community.
- Some of these sites have little to no actual parking available. Please use extreme caution at all these sites while working in the area.
- All bush and tree trimming debris will be removed from the sites.
- At every visit any trash at the site will be cleaned up.
- Some sites are mulched by the community surrounding the site. If we require extra mulch at any site it will be included on the site description.
- All the meter/valve box sites are the same. The area is to be maintained by a weed eater. No herbicide can be used around a meter box.
- If a meter/valve box is inside a mulch area herbicide is allowed.
- At all the pipe line sites the gravel/mulch area can have herbicide used for weed control. All bushes/tree branches will be kept trimmed away from the fence area or the pipeline itself as some areas are not fenced in.
- If a pipe line is inside a fence area with grass use a weed eater and keep fence line clean.
- Mow four feet on the outside of any fence line.
- Keep all palms or any kind of trees trimmed within five feet from any pipeline.

**THESE AREAS ARE TO BE MOWED ONCE A MONTH EVERY MONTH AT LEAST 25 DAYS APART.**

**FORT MYERS BEACH WASTEWATER TREATMENT PLANT**

<b><u>SITE</u></b>	<b><u>COST PER SITE VISIT</u></b>
<p><b><u>Site #84</u></b>                      Gulf Harbor                      FMB-01 on map #1                      Pipeline site                      General area: McGregor Blvd. and Vista River Dr.</p>	<p>\$ _____</p>
<p><b><u>Site #85</u></b>                      Health Park                      FMB-02 on map #1                      Pipeline site (2)                      General area: Summerlin Rd. and Bass Rd.</p>	<p>\$ _____</p>
<p><b><u>Site #86</u></b>                      Kelly Greens                      FMB-03 on map #1                      Pipe line site                      General area: Summerlin Rd. and 16940 Kelly Cove Drive.</p>	<p>\$ _____</p>
<p><b><u>Site #87</u></b>                      Lexington                      FMB-04 on map #1                      Pipeline site                      General area: Summerlin Rd. and Bass Rd.</p>	<p>\$ _____</p>
<p><b><u>Site #88</u></b>                      Pine Ridge Government Complex                      FMB-05 on map #1                      Meter box                      General area: Summerlin Rd. and Pine Ridge Rd.</p>	<p>\$ _____</p>
<p><b><u>Site #89</u></b>                      Sanibel Beach Place                      FMB-06 on map #1                      Meter box                      General area: McGregor Blvd. across from Tanger Outlet</p>	<p>\$ _____</p>
<p><b><u>Site #90</u></b>                      Shell Point Golf                      FMB-07 on map #1                      Pipe line site                      General area: Shell Point Blvd and golf course on right.</p>	<p>\$ _____</p>

**Site #91**

Shell Point Village \$ \_\_\_\_\_  
FMB-08 on map #1  
Pipe line site  
General area: To right prior to guardhouse at end of Shell Point Blvd.

**Site #92**

Wa-Ke-Hatchee Park \$ \_\_\_\_\_  
FMB-09 on map #1 & #2  
Meter box  
General area: Bass Rd. just inside the park on left.

**Site #93**

Wa-Ke-Hatchee Park/Lexington Middle School \$ \_\_\_\_\_  
FMB-1A on map #2  
Monitoring well  
General area: Wa-Ke-Hatchee Park/Lexington Middle School

**Site #94**

Wa-Ke-Hatchee Park/Lexington Middle School \$ \_\_\_\_\_  
FMB-2A on map #2  
Monitoring well  
General area: Wa-Ke-Hatchee Park/Lexington Middle School

**Site #95**

Wa-Ke-Hatchee Park/Lexington Middle School \$ \_\_\_\_\_  
FMB-3A on map #2  
Monitoring well  
General area: Wa-Ke-Hatchee Park/Lexington Middle School

**Above sites responsibility person**

Ben Wright  
239-466-8039  
Fort Myers Beach WWTP

**FIESTA VILLAGE WASTEWATER TREATMENT PLANT**

**SITE**

**COST PER SITE VISIT**

**Site #96**

Fiesta-Beach reuse interconnect \$ \_\_\_\_\_  
FVG-01 on map #3  
Pipe line  
General area: Summerlin Rd. and Bass Rd.

**Site #97**

Cypress Golf \$ \_\_\_\_\_  
FVG-02 on map #3  
Meter box  
General area: 6767 Winkler Road. Meter across from Myerlee Country Club Blvd



**Site #98**

Cypress Lake High School \$ \_\_\_\_\_  
FVG-03 on map #3  
Pipe line  
General area: in back of Cypress Lake High School by football field.

**Site #99**

Cypress Manor \$ \_\_\_\_\_  
FVG-04 on map #3  
Meter vault  
General area: In median along Myerlee Country Club Blvd (near 1506)

**Site #100**

DOT Gladiolus \$ \_\_\_\_\_  
FVG-05 on map #3  
Meter box  
General area: Gladiolus Dr. Iona Hope Church

**Site #101**

Laguna Lakes \$ \_\_\_\_\_  
FVG-06 on map #3  
Pipe line  
General area: Gladiolus Dr.

**Site #102**

Fiesta WWTP outfall \$ \_\_\_\_\_  
FVG-07 on map #3  
Pipe line  
General area: Magnolia Point on right side past retention area

**Site #103**

FPL \$ \_\_\_\_\_  
FVG-08 on map #3  
Meter box  
General area: Winkler Rd. FPL to left of drive at second parking lot.

**Site #104**

Prentiss Point \$ \_\_\_\_\_  
FVG-9 on map #3  
Meter box  
General area: along Winkler Rd. in front to left side when facing Fire Station.

**Site #105**

Rutenberg Park \$ \_\_\_\_\_  
FVG-10 on map #4  
Meter box  
General area: Cypress Lake dr. and South Pointe Blvd.

**Site #106**

Parker Lakes \$ \_\_\_\_\_  
FVG-11 on map #3  
Pipe line  
General area: Gladiolus Rd. and Winkler Rd. power easement area

**Site #107**

The Landings  
FVG-12 on map #3  
Pipe line  
General area: McGregor Blvd. and College pkwy.

\$ \_\_\_\_\_

**Site #108**

Crown Colony  
FVG-13 on map #3  
Pipe line  
General area: Winkler Rd. beside Pretiss Point, by fire station.

\$ \_\_\_\_\_

**Site #109**

Rutenberg Park  
FV-1A on map #4  
Monitoring well  
General area: Cypress Lake dr. and South Pointe Blvd. inside park

\$ \_\_\_\_\_

**Site #110**

Rutenberg Park  
FV-2A on map #4  
Monitoring well  
General area: Cypress Lake dr. and South Pointe Blvd. inside park.

\$ \_\_\_\_\_

**Site #111**

Rutenberg Park  
FV-3A on map #4  
Monitoring well  
General area: Corner of Cypress Lake dr. and South Pointe Blvd.

\$ \_\_\_\_\_

**Site #112**

Rutenberg Park  
FV-4A on map #4  
Monitoring well  
General area: Cypress Lake dr. and South Pointe Blvd. inside park

\$ \_\_\_\_\_

**Above sites responsibility person**

Darryl Parker 239-481-1953  
Fiesta Village WWTP

**THREE OAKS WASTEWATER TREATMENT PLANT**

**SITE**

**COST PER SITE VISIT**

**Site #113**

41 at Williams DOT  
TOS-01 on map #5  
Meter box  
General area: South Tamiami Trail and Williams Rd.

\$ \_\_\_\_\_

**Site #114**

Corkscrew DOT \$ \_\_\_\_\_  
TOS-02 on map #5  
Valve box (2)  
General area: Corkscrew and I-75 in south ditch alongside the road

**Site #115**

Country Creek \$ \_\_\_\_\_  
TOS-03 on map #5  
Pipe line  
General area: Country Barn Drive within Country Creek Country Club

**Site #116**

Del Sol – Medical Center \$ \_\_\_\_\_  
TOS-04 on map #5  
Pipe line  
General area: Arcos Avenue near Puerto Way

**Site #117**

Grandeza \$ \_\_\_\_\_  
TOS-05 on map #5  
Pipe line  
General area: Corkscrew Rd inside Grandeza Community.

**Site #118**

Lowe's \$ \_\_\_\_\_  
TOS-06 on map #5  
Meter box  
General area: Corkscrew Rd. Lowe's Shopping Plaza.

**Site #119**

Meadows \$ \_\_\_\_\_  
TOS-07 on map #5  
Pipe line  
General area: Williams's Rd. and Sound Way.

**Site #120**

Estero Community Park \$ \_\_\_\_\_  
TOS-08 on map #5  
Pipe line  
General area: Corkscrew Rd. at Estero Community Park.

**Site #121**

Pelican Sound \$ \_\_\_\_\_  
TOS-09 on map #5  
Pipe line and meter box  
General area: Corkscrew Rd at Pelican Sound Community.

**Site #122**

Preserve at Corkscrew \$ \_\_\_\_\_  
TOS-10 on map #5  
Pipe line  
General area: Corkscrew Rd on right after Wildcat Run Community.

**Site #123**

Complete Dentistry \$ \_\_\_\_\_  
TOS-11 on map #5  
Meter box and valve pad  
General area: Corkscrew Rd. in front of Lowes

**Site #124**

Ruby Tuesday \$ \_\_\_\_\_  
TOS-12 on map #5  
Meter box, no weed killer  
General area: Corkscrew Rd. in by Lowes.

**Site #125**

Shops at Estero \$ \_\_\_\_\_  
TOS-13 on map #5  
Pipe line  
General area: Corkscrew Rd. in by Lowes

**Site #126**

Shops at Estero \$ \_\_\_\_\_  
TOS-14 on map #5  
Meter box, no weed killer  
General area: Corkscrew Rd. by Lowes

**Site #127**

Stoneybrook \$ \_\_\_\_\_  
TOS-15 on map #5  
Pipe line  
General area: Corkscrew at Stoneybrook Community on right at entrance.

**Site #128**

Vines Country Club \$ \_\_\_\_\_  
TOS-16 on map #5  
Pipe line  
General area: South Tamiami Trail at Vines Country Club.

**Site #129**

West Bay \$ \_\_\_\_\_  
TOS-17 on map #5  
Pipe line  
General area: Williams Rd. at West Bay Community.

**Site #130**

DOT Three Oaks and Estero \$ \_\_\_\_\_  
TOS-18 on map #5  
Meter box  
General area: On corner Estero Blvd and Three Oaks Parkway

**Site #131**

Estero Community Park \$ \_\_\_\_\_  
ECPMW-1 on map #6  
Monitoring well  
General area: Inside Estero Community Park.

**Site #132**

Estero Community Park  
ECPMW-2 on map #6  
Monitoring well  
General area: Inside Estero Community Park.

\$ \_\_\_\_\_

**Site #133**

Estero Community Park  
ECPMW-3 on map #6  
Monitoring well  
General area: Inside Estero Community Park.

\$ \_\_\_\_\_

**Site #134**

Estero Community Park  
ECPMW-4 on map #6  
Monitoring well  
General area: Inside Estero Community Park.

\$ \_\_\_\_\_

**Site #135**

San Carlos Park  
SCS-1 on map #7  
Monitoring well  
General area: San Carlos Blvd. Circle. by railroad tracks.

\$ \_\_\_\_\_

**Site #136**

San Carlos Park  
SCS-2 on map #7  
Monitoring well  
General area: Behind the house at 7490 Pebble Beach Rd.

\$ \_\_\_\_\_

**Site #137**

San Carlos Park  
SCS-3 on map #7  
Monitoring well  
General area: Across Street from house at 8208 New Jersey Blvd.

\$ \_\_\_\_\_

**Above sites responsibility person**

Jerry Johnson  
239-267-0387  
Three Oaks WWTP

**PINE ISLAND WASTEWATER TREATMENT PLANT**

**SITE**

**COST PER SITE VISIT**

**Site #138**

Island Acres  
PID-01 on map #8  
Meter box  
General area: Stringfellow Rd. and Maria Rd.

\$ \_\_\_\_\_

**Site #139**

Island Village Tree Farm \$ \_\_\_\_\_  
PID-02 on map #8  
Pipe line  
General area: Stringfellow Rd. and Gulf Shore Rd.

**Site #140**

Wastewater Plant MW01 \$ \_\_\_\_\_  
MW-01 on map #8  
Monitoring Well  
General area: along Stringfellow Road outside WWTP fence

**Site #141**

Pasture Land MW05 \$ \_\_\_\_\_  
MW-05 on map #8  
Monitoring Well  
General area: Stringfellow Rd on 20/20 property

**Site #142**

Island Acres MW12 \$ \_\_\_\_\_  
MW-12 on map #8  
Monitoring Well  
General area: Stringfellow to Maria proceed straight into community on right side of road as road turns left at back of development

**Above sites responsibility person**

Mario Curiel  
239-282-0025  
Pine Island WWTP

**ARTICULATING ARM MOWING SITES**

The following sites need to be mowed with an articulating arm mower/tractor. Most of the work is to mow inside berms and outside berms for either water ponds or sludge ponds at water or wastewater treatment plants. At some of the locations bushes need to be mowed back to control their growth over and into roads.

At the sites where the work is clearly defined a price **per cut** is being asked for.

At the other sites where the work is trimming up the sides of the roads a price per half day and a full day (four or eight hours) of mowing is being asked for. At these sites there is no guarantee as to how often this work will be done. Currently we feel once a year will be fine. Mowing time is for mowing only travel time isn't included in the half or full day charge.

Other areas may be added that need an articulating arm type mower and they will be billed per the half day or full day price. This work will be done on an as needed basis. The person in charge of each area will notify the vender when the extra work is required. This work will be added to the regular monthly invoice.

**Cost of full day mowing, four hours.** \$ \_\_\_\_\_

**Cost of half day mowing, eight hours.** \$ \_\_\_\_\_

**Site #143**

Olga Water Treatment Plant  
1450 Werner Drive  
Alva Florida 33920

Cadd Balogh 239-694-4038

Mow the entire river bank from one end of the property to the other end with the exception of the Intake Island as that is covered elsewhere in these specifications.

**Mow twice per year; in December and June**

Cost per mow \$ \_\_\_\_\_ times two equals price per year. \$ \_\_\_\_\_

The inside banks on all four sludge ponds will be mowed down to the water level.

**Mow once a quarter.**

Cost per mow \$ \_\_\_\_\_ times four equals price per year. \$ \_\_\_\_\_

There are two ponds on the south side of the plant entrance road. Mow the inside banks down to the water level.

**Mow twice per year.**

Cost per mow \$ \_\_\_\_\_ times two equals price per year. \$ \_\_\_\_\_

There is a very large area with pepper bushes growing on the south side property. These bushes need to be kept mowed back to where the main bush is growing. This work will be done under the cost per day or cost per half day on an as needed basis.

**Site #144**

Corkscrew Water Treatment Plant  
16101 Alico Road  
Fort Myers Florida 33913

Todd Cichy 239-267-8228

The inside banks on all three sludge ponds will be mowed down to the water level. To include the berm area around the return pumping station.

**Mow once a quarter.**

Cost per mow \$ \_\_\_\_\_ times four equals price per year. \$ \_\_\_\_\_

Mow the inside bank of the ditch in the front of the plant, from the dirt pit to the first wellfield road.

**Mow once a quarter.**

Cost per mow \$ \_\_\_\_\_ times four equals price per year. \$ \_\_\_\_\_

On the north fence line outside of the plant mow the pepper bushes back to the main bush from the front of the plant to the back of the plant. This work will be done under the cost per day or cost per four hours on an as needed basis.

On all the wellfield roads and the interconnecting roads the pepper bushes need to be kept mowed back to where the main bush is growing. This work will be done under the cost per day or cost per four hours on an as needed basis.

**Site #145**

Greenmeadows Water Treatment Plant  
16001 Airport Haul Road  
Fort Myers Florida 33913  
Val Sikora 239-267-1151

Mow the inside and outside of the two ponds in the back of the plant. Mow the east reclaim pond banks and the west old sludge pond banks.

**Mow twice per year.**

Cost per mow \$ \_\_\_\_\_ times two equals price per year. \$ \_\_\_\_\_

On the wellfield roads the pepper bushes need to be kept mowed back to where the main bush is growing. This work will be done under the cost per day or cost per four hours on an as needed basis.

The main road coming into the plant from the stop sign on Airport Haul Road to the plant needs to have the sides cut back. This work will be done under the cost per day or cost per four hours on an as needed basis.

**Site #146**

Fort Myers Beach Wastewater Plant  
17155 Pine Ridge Road  
Fort Myers Florida 33931

Ben Wright 239-466-8039

Close to this plant on Summerlin Road there are six reclaim ponds. The outside of these ponds need to be mowed down as far as possible to the natural elevation surrounding the ponds and the inside berms need to be mowed down to the water level.

**Mow once a quarter.**

Cost per mow \$ \_\_\_\_\_ times four equals price per year. \$ \_\_\_\_\_

**Site #147**

Pine Island Wastewater Treatment Plant  
6928 Stringfellow Road  
Saint James City, Florida 33956

Mario Curiel 239-282-0025

To the east of the plant there are two reclaim ponds. Mow the inside of the pond berms down to the water level.

**Mow once a quarter.**

Cost per mow \$ \_\_\_\_\_ times four equals price per year. \$ \_\_\_\_\_



**EXTRA ARTICULATING ARM MOWING**

Cost per four hour day \$ \_\_\_\_\_ times 10 four hour days \$ \_\_\_\_\_

Cost per eight hour day \$ \_\_\_\_\_ times 10 eight hour days \$ \_\_\_\_\_

Total sites 143, 144, 145, 146 and 147 per year and extra mowing \$ \_\_\_\_\_

1. TOTAL OF SITES 1 – 55: \$ \_\_\_\_\_ X 33 (CUTS PER YEAR) = \$ \_\_\_\_\_

2. TOTAL OF SITES 56 – 83: \$ \_\_\_\_\_ X 17 (CUTS PER YEAR) = \$ \_\_\_\_\_

3. TOTAL OF SITES 84 – 142: \$ \_\_\_\_\_ X 12 (CUTS PER YEAR) = \$ \_\_\_\_\_

4. TOTAL OF SITES 143 – 147 PER YEAR AND EXTRA MOWING \$ \_\_\_\_\_

5. MOWING TOTAL (ADD LINES 1+2+3+4) = \$ \_\_\_\_\_

6. MULCH LABOR AND MATERIAL TOTAL \$ \_\_\_\_\_

GRAND TOTAL: SITES (ADD LINES 5 + 6) = \$ \_\_\_\_\_

**OPTION A:**

LABOR RATE PER HOUR FOR ANY ADDITIONAL WORK (INCLUDING CLEAN-UP AFTER A HURRICANE, ETC.)

\$ \_\_\_\_\_

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

WILL YOU DELIVER WITH YOUR OWN VEHICLE AS OPPOSED TO COMMON CARRIER?

YES \_\_\_\_\_ NO \_\_\_\_\_

Does your firm have a location/office/facility in Lee County?

YES \_\_\_\_\_ NO \_\_\_\_\_

Address:

\_\_\_\_\_

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

Are there any modifications to the bid or specifications:  
YES \_\_\_\_\_ NO \_\_\_\_\_

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

DUNS #: \_\_\_\_\_

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: \_\_\_\_\_

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE): \_\_\_\_\_ Yes \_\_\_\_\_ No

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS  
FOR  
LANDSCAPE MAINTENANCE AND MOWING OF WATER AND WASTEWATER FACILITIES AND  
WASTEWATER REUSE SITES**

**SCOPE**

The intent of this specification is to acquire a vendor to provide landscape maintenance and mowing at various water, wastewater locations and reuse sites throughout Lee County on an annual basis for Lee County Utilities. Each site varies in size. When you read the sizes of the areas in this document it is deceiving. In some places there may be less than one total acre to mow but the amount of trim work required on each site is a lot more. In order to get an accurate idea of the scope involved each vender should visit each and every site. All the mowing and maintenance work will consist of providing all the labor, materials, equipment, permits (if needed) and incidentals necessary to perform all of the above.

Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

**TERM OF AWARD**

If awarded, the terms of this solicitation shall be in effect for one year or until new quotes are taken and awarded. The County reserves the right to renew this quote (or any portion thereof) and to negotiate lower pricing as a condition for each renewal, for up to four additional one-year periods, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions.

**BASIS OF AWARD**

The basis of award for this quote will be low quoter overall (Grand Total) meeting all specification requirements. Vendors must quote on each site in order to be considered for award. Please make sure that you can provide the landscape and mowing requirements for all the sites as specified. Costs per site visit must be given for each location, as applicable, in order to be considered for award.

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

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

Lee County reserves the right, at the County's discretion, to award to one single vendor.

The intent of this is to ensure that vendors are able to adequately maintain the areas which they are awarded. Prior to making any future awards under other mowing quotes, the County also reserves the right to consider the number of areas the vendor may have already been awarded and base future awards on the vendor's performance in maintaining what they are currently awarded.

The awarded vendor(s) understand that the County reserves the right to adjust the number of cycles or terminate this agreement at any time as best serves the needs of Lee County.

If a segment of this quote should begin maintenance at any other time than the beginning of a monthly cycle, the first invoice for maintenance of that segment shall be paid on a pro-rated basis.

TERMINATION

Both the vendor and the County have the right to terminate a contract/agreement awarded under this solicitation upon 30 days written notice delivered to the other party. The County reserves the right to accept or reject a termination notice submitted by the vendor and no such termination notice submitted by the vendor; no termination notice submitted by the vendor will become effective unless and until the vendor is notified in writing by the County of its acceptance.

If a complaint is filed with respect to the awarded vendor under this Quote/Contract, both Procurement Management and the County-Department will meet with the vendor and provide an opportunity for the vendor to resolve the issue. If the vendor fails to resolve the issue to the County's satisfaction within three months after notice of the complaint, then the County, through its Procurement Management Director, has the right and authority to terminate the vendor's services, without recourse to the vendor for payments related to the unfinished work under the contract/award. If a termination occurs under this provision, the vendor will be barred from bidding on a County project for a period of one year from the date of termination.

Any vendor, who has voluntarily withdrawn from a formal quote/proposal without the County's mutual consent during the contract period, shall be barred from further County procurement for a period of 180 days.

CONSUMER PRICE INDEX ADJUSTMENT

Offers are submitted with the understanding that no price increases will be authorized for 365 calendar days after the effective date of the contract.

At the County's sole discretion, the contract price quoted for this service may be increased annually on the first of October. If granted, this increase would be based on the July Consumer Price Index for U.S. City Average, Wage and Clerical Workers, All Items, as published by the Bureau of Labor Statistics, Southeastern Regional Office as of the month of July for that year. Lee County will notify the vendor of the increase amount if granted. This increased amount would begin with the billing for the month of October.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact with Lee County. This person or back up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved. Also, the person should be available during the time of a hurricane or any other kind of a disaster, etc. that should occur and require the vendor's services. All of the routine clean-up is covered by this quote; any exceptions will be negotiated with the vendor. Any additional work, such as can be produced by a hurricane etc., will be negotiated with the vendor.

No extra work can be performed other than what is stated in this bid. If extra work is asked for a separate purchase order will be issued by Lee County Utilities. If any extra work is performed without a purchase order in place the work will not be paid for by Lee County Utilities since it is unauthorized work.

**A SINGLE CONTACT PERSON WILL BE DESIGNATED FROM THE COUNTY TO WORK WITH THE CONTRACTOR AND TO GET NEW BIDS ON NEW PROJECTS AS NEEDED. NO OTHER INDIVIDUAL WORKING FOR LEE COUNTY HAS THE AUTHORIZATION TO GIVE A VERBAL OK TO DO EXTRA WORK NOT COVERED IN THIS SPECIFICATION.**

ASSIGNMENT OF THIS CONTRACT

The contractor shall not assign, transfer or sub-contract any portion of this agreement unless prior permission is granted by Lee County Utilities.

EXAMINATION OF SITES

Each site varies in size. When you read the sizes of the areas in this document it is deceiving. In some places there may be less than one total acre to mow but the amount of trim work required on each site is a lot more. In order to get an accurate idea of the scope involved each it is each vender's responsibility to visit each and every site. The vendors need to acquaint themselves with the conditions as they exist and the operations to be carried out under this quote. It will be the vendor's responsibility to examine each site so they can fully understand each facility and the difficulties and restrictions in order to execute the work that needs to be done properly.

We will be offering the allowance of site visits for five days between the hours of **9:00 a.m. and 4:00 p.m.** from **MARCH 16, 2015 to MARCH 20, 2015**. A schedule will be provided at the mandatory pre bid meeting. You may continue to tour the sites on your own up until April 6, 2015 but you must make an appointment with the facility first.

SITE CHANGES

Lee County may, at its sole discretion, add or delete sections at no change in the unit price of the work as long as the new sections are of a similar nature and the total change per contract area does not increase or decrease the original contract area by more than 25%.

Lee County may, at its sole discretion, add new areas of dissimilar nature, add services or alter sites, based on a mutually agreed price, to be negotiated between the vendor and an authorized Lee County representative.

Lee County may at their sole discretion add or delete services such as mowing or maintenance at any site.

PAYMENT

Payment will be made per each cut in the month for all sites.

Most of the mowing is done during the summer months but extra visits are still required during the slow mowing months to catch up on things like tree and bush trimming, fence line cleaning and other items that may be overwhelming to stay on top of during the height of the growing season. If these items are not completed monthly, money may be deducted from the amount billed. These extra site visits if needed is part of the contract and no extra money will be paid for them.

Since mulching needs to be done throughout the area in the month of May, a separate invoice will have to be submitted for payment for mulch. The mulch invoice has to state how many bags of mulch were used at each site. Before a site can be mulched the crew has to speak to the person in charge of the area to tell that person they are on site to mulch.

Lee County Utilities (LCU) has an invoice system already in place that will be provided to the Company winning this award. This invoice must be used as the invoice submitted to LCU and the Finance Department for payment. The mulch invoice can be a regular invoice. The invoice is an excel spreadsheet that shows the dates an area was mowed and it has the prices already listed for all the sites.

WORKMANSHIP AND INSPECTION

The supervision of the performance of this contract is vested wholly with Lee County Utilities. Lee County will notify the awarded vendor of the identity of the Owner's representatives. Each site will have a specific go to person and one person with the overall responsibility of monitoring this contract. The one person in overall charge will decide any and all questions which may arise as to the quality and acceptability of equipment, materials used, work performed and as to the manner of performance and rate of progress of the work at his discretion and or approval. The person in charge of each facility will be the first go to person with any issues at that persons facilities they are in charge of. If the Vender and that person can't work through the problem with a satisfactory conclusion for each of them, then the main contact person will step in and make a final decision.

The Contractor will meet at least monthly or as scheduled by the Owner's main designee at a mutually agreeable time. The location of the meeting will be at the discretion of the Owner's designee. The vendor will bring a list of all the sites and what days they were mowed on for the month the meeting is for. The vendor will also list all site visits that did not include mowing but time was spent cleaning up left over items from the summer months. The meeting will be held towards the end of every month.

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

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

At each and every site visit at least one person who speaks fluent English must be present during the entire time the site is being serviced.

The vendor shall be responsible for instructing his employees in all safety measures. All equipment used by the awarded vendor shall be maintained in safe operating condition at all times, and be free from defects or wear which may in any way constitute a hazard to any person or persons on County property. All employees will wear proper personal protective equipment while working on County premises.

At most of these facilities there are very dangerous chemicals. At each site that has these chemicals they also have Safety Data Sheets (SDS). The SDS sheets describe the hazards of the chemical and how to handle them safely. All the people using equipment at these sites have to be made aware that they are working around these hazardous chemicals and if they by chance break a pipe or run into something and if liquid is coming out that it might not be water but a hazardous chemical that if they touch it they will have a bigger problem.

The Contractor shall exercise due safety when performing maintenance on the properties so as not to create a vehicular or pedestrian hazard.

The Contractor must fully adhere to the Federal Occupational Safety and Health Act (OSHA).

The Contractor must fully adhere to the requirements of the Florida Statute 442, "Right to Know Law".

#### UNIFORMS AND SECURITY

The Contractor shall supply and pay for distinctive clothing (tee shirts, jackets, etc.) denoting Contractors business while working on County Property.

The Contractor will be responsible for acting in accordance with any security guidelines while servicing the contracted areas.

The Contractors truck and or trailer shall be clearly labeled with the Company Name, phone number etc. Each employee shall have a picture ID from the Contracting Company that clearly states he/she is employed by the Contractor.

In the past we have had a few instances of locks not being locked at unmanned sites. Every time we find a lock that is not locked Lee County Utilities (LCU) has to perform the following procedure:

- 1) Investigate the site to look for anything out of the ordinary such as sabotage, vandalism, or contamination.
- 2) Determine if the lock was left open by County personnel or a County vendor.
- 3) Contact the State Warning Point in Tallahassee to notify them of a security breach.

- 4) Contact the Local Health Department to notify them of the security breach.
- 5) If warranted file a Sheriff's report, which will require onsite investigation.
- 6) If we are unable to tell how the lock was removed then the facility must be shut down until a water analysis has been conducted to verify the safety of the water. This could mean that the facility is down for a few days.

As you can see if a gate is left open it is a major problem for LCU. Having to call the State Warning Point is not something LCU takes lightly. Then having to potentially stop using the site for a few of days could cause numerous problem and concerns in the distribution system and could result in customer complaints.

Always closing the gate behind you when you leave and then double checking it has to be a major item that needs to be stressed to all the people who are working for you.

All unmanned sites are locked with a combination or keyed padlock. The combination code and key will be given to the award vender. At all manned sites entry is achieved by ringing the plant gate buzzer. The operator on duty will then open the gate once they know who wants in. When the crew first gets on site they have to sign in with the operator in charge in the visitor's logbook and when the mowing is completed they have to sign out as well. When they sign in they have to have the number of people that will be working at that site for the time they are working there.

CONTRACT

The Purchase Order shall be the contract.

DETAILED SPECIFICATIONS FOR LANDSCAPING AND MOWING

Mowing shall be a total of 33 cuts per year as broken down by month as follows for sites number 1 through 55.

DECEMBER & JANUARY	1 CUT PER MONTH
NOVEMBER, FEBRUARY, MARCH & APRIL	2 CUTS PER MONTH
MAY	3 CUTS PER MONTH
JUNE, JULY, AUGUST, SEPTEMBER & OCTOBER	4 CUTS PER MONTH

Under normal circumstance two cuts cannot be performed in the same week. They must be spread out through the month.

Sites 56 through 83 shall be mowed once a month every month except during the summer months of June, July, August, September and October and in those months they will be mowed twice.

Sites 84 through 142 will be mowed once a month.

Sites 143 through 147 will be mowed as dictated in the specifications.

The sites that are only mowed once a month year round will be mowed as close to 30 days apart as possible.

Before the first mowing the awarded vendor will receive a walk-through of each of the sites they will be responsible for. A County Representative will be available to answer any minor procedural questions about the mowing process at a specific site.

The awarded vendor shall report in at each staffed facility upon arrival before work begins and sign in, in the visitors log book. At the completion of work, they will report to the person on duty stating the mowing was completed and then they will have to sign out in the visitors log book. On the first site visit with the County Representative the location of this log book will be discussed.

Any damage to buildings, trees, utilities, etc., shall be reported by the vendor in writing, within 24 hours, to the County Representative.



## MOWING

1. The vendor shall mow the turf to a height of 3 inches.
2. Any large debris and/or fallen tree branches such as palm fronds will be removed and disposed of properly along with any rubbish that may be strewn about. Mowing over and chopping up of any of the above mentioned will not be tolerated and could be cause for dismissal. The vendor shall be responsible for cleanup of any debris or cuttings thrown or dragged by his machinery onto adjacent property and roadways. While mowing if there are cans, bottles or other trash in the way it must be picked up and disposed of properly, not mowed over and left laying there. This is a big problem at the unmanned sites. The trash and fallen branches must be cleaned up before any mowing begins at each mowing. When it is mowed over and left lying around the sites get a very bad image. Any and all trash lying around has to be picked up before the mowing begins.
3. All mowing must be completed within 14 calendar days after vendor's has been awarded the quote. Then the time table above will go into effect. In the event that the awarded vendor cannot provide the service within the 14 calendar days as required above, Lee County reserves the right to utilize another vendor.
4. Vendor shall be available and able to mow throughout the year, exclusive of major holidays. Mowing on Saturdays is OK. No mowing will be allowed on Sundays unless permission is granted in advance.
5. At every mowing all tree branches, palm fronds and whatever else is lying in the grass needs to be cleaned up. If a storm has passed by and left debris in the area this is to be cleaned up as part of this quote. The only time any extra will be paid if there is a hurricane that passed by the area.
6. Mowing of the facilities shall be done in a neat and orderly fashion within the layout of each site.
7. Sweeping or blowing of all walks and driveways of loose clippings will be done every time the property is mowed.

## EDGING

All sidewalks, driveways, and landscaped areas shall be edged to give a neat finished appearance. This will be completed with every mowing. The areas will then be cleaned of any grass/edging clippings. Up against buildings and or other structures the area will be weedeated as well. Do not spray weed killer up to structures as a substitute for weed eating. All valve pads in a grassy area have to be weedeated around, no weed killer is allowed.

## MULCH AND PINE STRAW

All the sites that have mulch and pine straw will have to have the mulch and pine straw applied once a year in May (to be included in this bid) and replenished throughout the year when needed at no extra charge. Mulch and pine straw need to be added to the beds to keep them at 3 to 4 inches deep at all times. The current mulch being used is red. On the invoice for the mulching the actual amount of mulch used at each site needs to be stated as we need to charge each site accordingly. Before an area can be mulched the crew leader has to check in with the person in charge of the area so they are aware of the work going on with the mulch.

## WEED EATING

Weed eating shall be performed every time the grass is mowed. All trees, building and any other item that has grass growing against it shall be taken care of.

Removal of grass growth at the bottom of all chain link fence lines shall be done at least every other mowing. The fence line will also be kept free of any growth such as vines, trees or bushes growing through the fence, or any other undesirable vegetation. If possible both sides of the fence line will need to be kept clean. On the other side of the fence at least a three

foot area will need to be kept mowed so the fence line is kept clean. This applies when a commercial or empty piece of property is adjacent to the fence line. If a house is on the other side of the fence do not go onto their property, just clean it as good as you can from the County side. Even if the only thing you can do is to weed eat the other side that is what has to be done. The use of an herbicide is ok on a fence line as long as it is only used under the fence line and not a large area on either side of the fence.

The majority of all the sites currently have the chain link fencing cleaned on both sides. These fence lines will need to be kept cleaned. Whatever fence lines are clean at the beginning of this quote period will need to be maintained in the same condition during the entire quote period.

Bushes growing over to the fence from the outside will need to be kept cut back in the three foot area where the mowing takes place. Bushes growing over an area that is mowed need to be kept trimmed back as well on a regular basis. You can't just keep mowing over farther and farther away from the bushes, they need to be kept trimmed back.

### WEED CONTROL

1. All gravel areas around buildings and structures shall receive herbicide treatment to control weeds at a minimum of every other mowing. Some of the sites have a lot of gravel area. Please make sure the gravel area is noted when you make your first site visit. All mulch areas will have weed killer applied to the mulch bed at the same frequency that weed killer is applied to the rock areas.

2. No herbicide shall be used on slopes or tapered grades where erosion or washouts from heavy rains will occur. (The contractor shall be fully licensed to apply herbicides.) **The spraying of herbicides will not be used in place of weed eating an area that should be trimmed with a weed eater.** The kill zone for the herbicide shall not extend out further than 4 to 6 inches from the item being sprayed.

3. Do not use weed killer up against a concrete structure, sidewalks or walls these areas need to be maintained with a weed eater.

4. Valve pads shall be weedeated around; no weed killer can be applied around them.

**5. NO HERBICIDE OF ANY KIND CAN BE USED AT ANY WELL SITE WETHER IT IS EITHER A PRODUCTION OR MONITORING WELL. THIS INCLUDES THE FENCE LINE AROUND THE WELL.** Fences around wells have to be kept clean and a three foot area on the outside of the fence line has to be mowed.

### TRIMMING OF BUSHES AND TREES

Bushes and ornamental plants that require trimming at each facility (hedging and trimming) shall be done at least quarterly each year to maintain a neat appearance. The bushes will have dead or damaged branches removed to balance the foliage for an attractive and natural form, remove any branches that may become a nuisance by rubbing structures and overhanging walkways, etc. All cuttings and branches removed will be the contractor's responsibility to dispose of properly according to local codes and ordinances. Some sites have a lot of ficus bushes that are used to screen the facilities. These are considered hedges and will need to be trimmed at least on the quarterly schedule as well. All bushes at all the facilities are covered in this.

In some areas such as the water retention areas around some of the wells the bushes need to be kept off the banks and in other areas there are bushes growing over areas that are to be mowed. As these bushes grow they have to be kept trimmed back. The mower can't just mow less of the area as the bushes get bigger.

The trimming of **ALL TREES** (*this excludes palm trees see below*) at each facility shall be done at least yearly to maintain a neat appearance. The trees will have dead or damaged branches removed to balance the foliage canopy for an attractive and natural form, remove crossing branches, narrow crotches, water sprouts and branches that may become a nuisance by rubbing structures and overhanging walkways, etc. All cuttings and branches removed will be the contractor's

responsibility to dispose of properly according to local codes and ordinances. Since trimming these tree's may require the use of a rental boom truck or other types of high reach equipment this cost is to be included in the bid. No extra fee can be charged to trim the trees. No spiking of any tree will be allowed. If a storm or anything else causes branches to break from the tree the branch will need to be cut off and removed from the facility at no extra cost. The contractor is responsible for all trees at each site.

**ALL PALM TREES** at all sites will have to be neatly trimmed once a year. No hurricane trims are allowed. Only the dead and almost dead fronds will be removed and seed pods. All cuttings will be removed from site and disposed of properly. All palm tree trimming will have to be scheduled through the person in charge of the facility to be trimmed. Do not do any palm tree trimming without the person in charge of the facility giving the ok to start the work. Since trimming these tree's may require the use of a rental boom truck or other types of high reach equipment this cost is to be included in the bid. No extra fee can be charged to trim the trees. No spiking of any tree will be allowed. Please note that the amount of Palm trees at each site is only an estimate. The contractor is responsible for all trees at each site.

If palm frond breaks and hangs down on Queen or Royal Palms they need to be cut off as soon as they hang down. Don't wait until the yearly trimming to clean up the branches.

Before the yearly tree trimming can start at any location the crew leader has to check in with the person in charge of that area to tell them they will be trimming the trees. As different areas may have different ways to trim the trees. Do not just show up and start trimming.

#### RAINY SEASON MOWING

During the rainy season some of the sites get wet and stay soggy for a long time. When the site is mowed if you make ruts you will be responsible to fill in those ruts, even if it means you have to bring in extra dirt to do so.

If it is too wet to mow all of a site mow what can safely be mowed, then catch up at the next mow.

#### DAMAGES

1. Damages to the facility and equipment while operating mowing, edging and trimming equipment, such as sprinkler heads, PVC piping, PVC conduit, metal piping, light poles, building structures, windows, automatic gates, etc. shall be the responsibility of the contractor to report and repair.
2. Repair of the above mentioned items shall be made at the contractor's expense.
3. Details of repair will be discussed with the Lee County designee upon reporting.
4. Failure to report any damages shall result in contractor being charged for all repair costs incurred by the County.

#### REPORTING, INSPECTIONS AND APPROVAL OF WORK PERFORMED

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

SPRINKLER HEADS

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

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

DEBRIS DISPOSAL

All debris, construction scrap, landscape or tree trimmings shall be disposed of at Lee County's designated landfill facility.

MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

SUB-CONTRACTORS

The use of sub-contractors under this quote is not allowed without prior written authorization from the County representative.

LOCAL BIDDER'S PREFERENCE

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

The Lee County Local Bidder's Preference Ordinance No. 08-26 is being included as part of the award process for this project. As such, Lee County at its sole discretion, may choose to award a preference to any qualified "Local Contractor/Vendor" in an amount not to exceed 3 % of the total amount quoted by that firm.

"Local Contractor / Vendor" shall mean: a) any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee/Collier County, Florida; or b) any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive three (3) years, and that has the personnel, equipment and materials located within the boundaries of Lee/Collier County sufficient to constitute a present ability to perform the service or provide the goods.

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

AGREEMENTS/CONTRACTS

The awarded vendor will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.lee-county.com/gov/dept/ProcurementManagement/contracts/Pages/Forms.aspx> .

ATTACHMENT A

LOCAL VENDOR PREFERENCE QUESTIONNAIRE  
(LEE COUNTY ORDINANCE NO. 08-26)

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

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

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

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

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

1. How many employees are available to service this contract? \_\_\_\_\_

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

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LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

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

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

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

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LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

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

- \_\_\_\_\_ 1. The Solicitation has been signed and with corporate seal (if applicable).
- \_\_\_\_\_ 2. The Solicitation prices offered have been reviewed (if applicable).
- \_\_\_\_\_ 3. The price extensions and totals have been checked (if applicable).
- \_\_\_\_\_ 4. Substantial and final completion days inserted (if applicable).
- \_\_\_\_\_ 5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
- \_\_\_\_\_ 6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- \_\_\_\_\_ 7. All modifications have been acknowledged in the space provided.
- \_\_\_\_\_ 8. All addendums issued, if any, have been acknowledged in the space provided.
- \_\_\_\_\_ 9. Licenses (if applicable) have been inserted.
- \_\_\_\_\_ 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
- \_\_\_\_\_ 11. Contractor's Qualification Questionnaire and Lee County Contractor History (if applicable).
- \_\_\_\_\_ 12. DBE Participation form completed and/or signed or good faith documentation.
- \_\_\_\_\_ 13. Bid Bond and/or certified Check, (if required) have been submitted with the Solicitation in amounts indicated.
- \_\_\_\_\_ 14. Any Delivery information required is included.
- \_\_\_\_\_ 15. Affidavit Certification Immigration Signed and Notarized
- \_\_\_\_\_ 16. Local Bidder Preference Affidavit (if applicable)
- \_\_\_\_\_ 17. The mailing envelope has been addressed to:  

Lee County Procurement Mgmt.  
1825 Hendry St 3<sup>Rd</sup> Floor  
Ft. Myers, FL 33901
- \_\_\_\_\_ 18. The mailing envelope **MUST** be sealed and marked with:  
Solicitation Number  
Opening Date and/or Receiving Date
- \_\_\_\_\_ 19. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)

**\*\*This form is not required to be returned with your solicitation, but used as a tool when responding to the solicitation.**



