

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

Blue Sheet No. 20050041

1. REQUESTED MOTION:

ACTION REQUESTED: Approve award of Quote # Q-050077, Landscape Maintenance and Mowing of Water and Wastewater Facilities, to the overall low quoter meeting all specification requirements, Amera-Tech Inc. for a total annual cost of \$90,420.00. Also request authority to renew this quote for four additional one-year periods, upon mutual agreement of both parties. Additionally, allow the Purchasing Director authority to rescind the award and go to the next lowest bidder if the awarded vendor fails to meet their contractual obligations. Funding will come from the individual division's budget and they will be responsible for monitoring their own expenditures.

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

WHAT ACTION ACCOMPLISHES: Allows the Utilities Division to obtain necessary landscape services.

2. DEPARTMENTAL CATEGORY: 10
COMMISSION DISTRICT #

C10D

3. MEETING DATE:

02-01-2005

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:**

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. *AC-4-1*
- CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
 - B. DEPARTMENT
 - C. DIVISION *Utilities*
- Rick Diaz, P.E., Director*

BACKGROUND: On December 14, 2004, Purchasing received sealed quotations for landscape maintenance and mowing for various utilities sites. On that date six responses were received, of which one was a "No Bid". The quotations have been thoroughly reviewed and a recommendation is being made to award to the overall low quoter Amer-Tech, Inc.

Please see attachments:

- (1) Tabulation Sheet
- (2) Specifications
- (3) Amera-Tech, Inc. Quote
- (4) Division Recommendation

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>J. J. Jumper</i> 1-14-05	<i>Robert Shandor</i> <i>1-12-05</i>	N/A	N/A	<i>S. Coover</i>	OA <i>1/14/05</i>	OM <i>1/19/05</i>	Risk/ <i>1/18/05</i>	GC <i>1/15/05</i>	<i>J. J. Jumper</i> 1-14-05

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: <i>1/14/05</i>
Time: <i>5:30</i>
Forwarded To: <i>Admin</i> <i>1/18/05</i>

RECEIVED BY COUNTY ADMIN <i>PM</i>
<i>1-14</i>
<i>9:30 AM</i>
COUNTY ADMIN FORWARDED TO: <i>11-</i>
<i>1/19/05</i>
<i>3/11</i>

FORMAL QUOTATION #Q-050077	LEE COUNTY, FLORIDA TABULATION SHEET					
OPENING DATE: December 14, 2004	FOR					
BUYER: Chris Jeffcoat	LANDSCAPE MAINTENANCE AND MOWING OF WATER & WASTEWATER FACILITIES					
VENDORS	AMERA-TECH INC.	ETI, INC.	GRASS ROOTS LAWN & TREE SERVICE	GREENWERX GROUNDSKEEPING	H.O. PRO CUT LAWN CARE & LAND. MAINT.	
COPIES PROVIDED	YES	YES	YES	YES	YES	
ADDENDUM ACKNOWLEDGED	N.A.	N.A.	N.A.	N.A.	N.A.	
GRAND TOTAL OF SITES 1-33	\$2,740.00	\$3,940.00	\$2,981.00	\$5,380.00	\$3,596.00	
OPTION A: PER ACRE COST/ADDITIONAL SITES	\$49.00	\$60.00	\$45.00	\$120.00	\$75.00	
TO BE STARTED WITHIN	7	15	7	1	1	
LOCAL VENDOR PREFERENCE	YES	YES	YES	YES	YES	
MODIFICATIONS	NO	NO	NO	NO	NO	
QUOTE SIGNED	YES	YES	YES	YES	YES	
MEETS SPECIFICATIONS	YES	YES	YES	YES	YES	
NO BIDS						
STILES LANDSCAPE COMPANY						
POSTING TIME/DATE						
FROM: /						
UNTIL: /						
BY:						

ATTACHMENT 1

FORMAL QUOTATION #Q-050077	LEE COUNTY, FLORIDA TABULATION SHEET					
OPENING DATE: December 14, 2004	FOR					
BUYER: Chris Jeffcoat	LANDSCAPE MAINTENANCE AND MOWING OF WATER & WASTEWATER FACILITIES					
VENDORS	AMERA-TECH	ETL, INC.	GRASS ROOTS	GREENWERX	H.O. PRO CUT	
	INC.		LAWN & TREE	GROUNDKEEPING	LAWN CARE &	
			SERVICE		LAND. MAINT.	
COST PER SITE VISIT						
1. Ft. Myers Beach Wastewater Treatment Plant	\$395.00	\$525.00	\$341.00	\$700.00	\$480.00	
2. Fiesta Village Wastewater Treatment Plant	\$55.00	\$100.00	\$102.00	\$325.00	\$55.00	
3. Pine Island Wastewater Treatment Plant	\$65.00	\$125.00	\$102.00	\$125.00	\$58.00	
4. Waterway Estates Wastewater Treatment Plant	\$20.00	\$60.00	\$17.00	\$50.00	\$28.00	
5. High Point Wastewater Treatment Plant	\$30.00	\$80.00	\$17.00	\$55.00	\$38.00	
6. Lift Station 480	\$30.00	\$70.00	\$34.00	\$75.00	\$38.00	
7. Lift Station 481	\$30.00	\$35.00	\$34.00	\$60.00	\$38.00	
8. Lift Station 482	\$30.00	\$30.00	\$34.00	\$75.00	\$38.00	
9. Lift Station 263	\$30.00	\$40.00	\$34.00	\$50.00	\$38.00	
10. Lift Station 601	\$20.00	\$70.00	\$17.00	\$40.00	\$28.00	
11. Corkscrew Water Treatment Plant	\$495.00	\$650.00	\$478.00	\$750.00	\$625.00	
12. Green Meadows Water Treatment Plant	\$45.00	\$60.00	\$34.00	\$90.00	\$48.00	
13. Olga Water Treatment Plant	\$245.00	\$325.00	\$341.00	\$475.00	\$420.00	
14. Waterway Estates Water Treatment Plant	\$45.00	\$75.00	\$68.00	\$75.00	\$48.00	
15. College Parkway Water Treatment Plant	\$195.00	\$225.00	\$205.00	\$250.00	\$310.00	
16. North Elevated Tower	\$40.00	\$100.00	\$34.00	\$75.00	\$48.00	
17. Tice Elevated Tower	\$25.00	\$40.00	\$34.00	\$75.00	\$38.00	
18. Collins St. Booster Pump Sta*	\$15.00	\$35.00	\$13.00	\$40.00	\$28.00	
19. North Reservoir	\$50.00	\$60.00	\$68.00	\$75.00	\$48.00	
20. South Reservoir	\$45.00	\$40.00	\$51.00	\$75.00	\$48.00	
21. Alico Ad. Booster Sta.	\$35.00	\$40.00	\$34.00	\$75.00	\$48.00	
22. Minors Corner Booster Sta.	\$30.00	\$45.00	\$34.00	\$60.00	\$38.00	
23. Detar Facility	\$35.00	\$50.00	\$34.00	\$100.00	\$42.00	
24. Depot 1, EMS, and Marine Services	\$35.00	\$40.00	\$68.00	\$75.00	\$48.00	
25. City Ft. Myers/Lee Co. Interconnect	\$15.00	\$25.00	\$10.00	\$30.00	\$22.00	
26. Shell Point Village Booster Station	\$15.00	\$30.00	\$10.00	\$30.00	\$22.00	

ATTACHMENT 2



LEE COUNTY
SOUTHWEST FLORIDA

PROJECT NO.: Q-050077

OPEN DATE: December 14, 2004

AND TIME: 2:30 P.M.

MANDATORY PRE-BID DATE: November 29, 2004

AND TIME: 8:30 A.M.

LOCATION: Lee County Division of Purchasing
1825 Hendry Street 3rd Floor
Ft. Myers, FL 33901

REQUEST FOR QUOTATIONS

TITLE:

LANDSCAPE MAINTENANCE AND MOWING OF WATER
AND WASTEWATER FACILITIES

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING

MAILING ADDRESS

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

PHYSICAL ADDRESS

1825 Hendry St 3rd Floor
FORT MYERS, FL 33901

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

GENERAL CONDITIONS

Sealed Quotations will be received by the DIVISION OF PURCHASING SERVICES, at 1825 Hendry St. 3rd floor, in Fort Myers, FL 33901 until 2:30pm on the date specified on the cover sheet of this "Request for Quotations", and opened immediately thereafter by the Purchasing Director or designee.

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

1. **SUBMISSION OF QUOTE:**

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
 - 1. Marked with the words "Sealed Quote"
 - 2. Name of the firm submitting the quotation
 - 3. Title of the quotation
 - 4. Quotation number
- b. The Quotation shall be submitted in triplicate as follows:
 - 1. The original consisting of the Lee County quotes forms completed and signed.
 - 2. A copy of the original quote forms for the Purchasing Director.
 - 3. A second copy of the original quote forms for use by the requesting department.
- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
 - 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
 - 2. Warranties and guarantees against defective materials and workmanship.
- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".
- e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Purchasing Services prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- f. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).
- h. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.

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

2. **ACCEPTANCE**

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

3. **SUBSTITUTIONS**

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

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

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

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

5. **RECYCLED PRODUCTS**

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

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

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

7. **PRE-BID CONFERENCE**

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

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

8. **BIDDERS LIST MAINTENANCE**

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

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

9. **LEE COUNTY PAYMENT Procedures**

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

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

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

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

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

10. **LEE COUNTY BID PROTEST PROCEDURE**

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

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

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

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

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

less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

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

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

The Formal Written Protest shall contain the following:

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

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

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

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

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

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

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

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

11. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$15,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

12. **QUALIFICATION OF QUOTERS** (unless otherwise noted)

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

13. **MATERIAL SAFETY DATA SHEETS**

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

14. **MISCELLANEOUS**

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

15. **WAIVER OF CLAIMS**

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

16. **AUTHORITY TO PIGGYBACK**

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

17. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

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

c) **Disadvantaged Business Enterprises**

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

The County further reserves the right to purchase any of the items in this quote from DBE's to fulfill the County's state policy toward DBE's as outlined in County Ordinance 88-45 and 90-04, as amended.

d) **Anti-Discrimination**

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

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

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

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

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

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

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

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

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

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

18. **AUDITABLE RECORDS**

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

19. **DRUG FREE WORKPLACE**

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

20. **REQUIRED SUBMITTALS**

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

21. **TERMINATION**

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

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

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

22. **CONFIDENTIALITY**

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

23. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed

on *formal notice* that they are *not* to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

24. **INSURANCE (AS APPLICABLE)**

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

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

DATE SUBMITTED: _____

VENDOR NAME: _____

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

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

The undersigned acknowledges receipt of Addenda numbers: _____

<u>SITE</u>	<u>COST PER SITE VISIT</u>
1. Ft. Myers Beach Wastewater Treatment Plant. 17155 Pine Ridge Rd., Pine Ridge and Summerlin Roads 400,000 Sq. ft. 9.2 acres	\$ _____
2. Fiesta Village Wastewater Treatment Plant 1366 San Souci Dr., Fiesta Way off Cypress Lake Dr. 46,000 Sq. ft. 1 acre	\$ _____
3. Pine Island Wastewater Treatment Plant 6928 Stringfellow Rd., St. James City 50,000 Sq. ft. 1.150 acres. Plant area.	\$ _____
4. Waterway Estates Wastewater Treatment Plant 1667 Inlet Dr., N. Ft. Myers 3,400 Sq. ft. .078 acre	\$ _____
5. High Point Wastewater Treatment Plant North on Nalle Rd. 3 miles, left on Sedgefield Rd. to the end, through cattle gate back in the field. 3,600 Sq. ft. .0826 acre	\$ _____
6. Lift Station 480 Ballard Rd. and Markland Ft. Myers 12,000 Sq. ft. 0.275 acre	\$ _____
7. Lift Station 481 I- 75 and Palm Beach Blvd. Ft. Myers 12,000 Sq. ft. 0.275 acre	\$ _____

<u>SITE</u>	<u>COST PER SITE VISIT</u>
8. Lift Station 482 Palm Beach Blvd. Ft. Myers Shores 13,000 Sq. ft. 0.298 acre	\$ _____
9. Lift Station 263 Main St. at San Carlos Blvd. Just before the bridge. 11,000 Sq. ft. 0.252 acre	\$ _____
10. Lift Station 601 Inlet Dr., Right on Dockway at the end. N. Ft. Myers 3400 Sq. ft. 0.078 acre	\$ _____
11. Corkscrew Water Treatment Plant 16101 Alico Rd. ✓ 1 mile N. of Corkscrew Rd. 533,000 Sq. ft 12.25 acres New sludge pond berm to the south of the plant 33,000 Sq. Ft. .76 acres	\$ _____
* <i>ASR Wells 3,5, & 4 East side of Alico Rd. Just before plant entrance on the left 3@ 1405 Sq. ft. ea. 0.032 acres ea.</i>	
* <i>Southwest Wellfield wells 25,26 – 27,28 – 29,30 – 31,32 960 Sq. ft. 0.022 acres all four sets of wells</i>	
12. Green Meadows Water Treatment Plant 13001 Alico Rd., East on Alico Rd. just past APAC Corp. Left on Airport Haul Road, to first paved rd. on the right 21,000 Sq. ft. 0.482 acres	\$ _____
13. Olga Water Treatment Plant 1450 Werner Dr., East Ft. Myers 209,000 Sq. ft. 4.79 acres & 5 acres to the south side of plant	\$ _____
14. Waterway Estates Water Treatment Plant 4271 St. Clair Ave., N. Ft Myers 32,000 Sq. ft. 0.734 acre	\$ _____
15. College Parkway Water Treatment Plant * Customer Service Facility, 7401 College Parkway Behind Fernando's Restaurant 184,000 Sq. ft. 4.22 acres This location can only be mowed on weekends	\$ _____
16. North Elevated Tower Pine Island Rd. and 41 20,000 Sq. ft. 0.459 acre, front section 3,200 Sq. ft. 0.073 acres, through back gate	\$ _____

SITE

COST PER SITE VISIT

- | | |
|--|-----------------|
| <p>17. Tice Elevated Tower
 Garcia Ave. and Menocal Ave.
 10,400 Sq. ft. 0.238 acre</p> | <p>\$ _____</p> |
| <p>18. Collins St. Booster Pump Sta. *
 2534 Collins Street
 Between Evans and Fowler
 1,075 Sq. ft. 0.0246 acre</p> | <p>\$ _____</p> |
| <p>19. North Reservoir
 7351 Samville Road
 35,000 Sq. ft. 0.803 acre</p> | <p>\$ _____</p> |
| <p>20. South Reservoir
 6480 South Pointe Blvd.
 31,000 Sq. ft. 0.711 acre</p> | <p>\$ _____</p> |
| <p>21. Alico Ad. Booser Sta.
 17101 Oriole Road
 On corner of Alico and Oriole
 18,000 Sq. ft. 0.413 acre</p> | <p>\$ _____</p> |
| <p>22. Minors Corner Booster Sta.
 15147 McGregor Blvd
 Mcgregor Blvd and Gladiolus behind restaurant
 12,900 Sq. ft. 0.296 acre</p> | <p>\$ _____</p> |
| <p>23. Detar Facility
 5180 Tice St.
 Detar Lane off Tice St. next to fire station
 15,000 Sq. ft. 0.344 acre</p> | <p>\$ _____</p> |
| <p>24. Depot 1, EMS, and Marine Services
 190 Evergreen N. of Pondella between the 2- 41s
 16,600 Sq. ft. 0.381 acre</p> | <p>\$ _____</p> |
| <p>25. City Fort Myers / Lee County Interconnect
 East side of Ortiz Ave. just north of MLK Blvd.
 450 Sq. ft. 0.0103 acre
 Fenced in area</p> | <p>\$ _____</p> |
| <p>26. Shell Point Village Booster Station
 Shell Point blvd. 1 mile down on the left side.
 600 Sq. ft. 0.0137 acre</p> | <p>\$ _____</p> |
| <p>27. Gateway Services Waste Water Treatment Plant
 13240 Commerce Lakes Drive
 Fort Myers, FL 33913
 187,000 Sq. Ft. 4.29 Acres, includes small area around reuse tank</p> | <p>\$ _____</p> |

<u>SITE</u>	<u>COST PER SITE VISIT</u>
28. San Carlos Waste Water Treatment Plant ✓ 19910 S. Tamiami Trail Estero, FL 33928 93,800 Sq. ft. 2.15 acres	\$ _____
29. Three Oaks Waste Water Treatment Plant ✓ 18521 Three Oaks Pkwy. Fort Myers, FL 33912 268,000 Sq. ft. 6.15 acres	\$ _____
30. Pinewoods Water Treatment Plant ✓ 11950 Corkscrew Road Estero, FL 33928 88,300 Sq. ft. 2.027 acres	\$ _____
31. Bartow Water Treatment Plant ✓ 18513 Bartow Blvd. Fort Myers, FL 33912 54,700 Sq. ft. 1.255 acres	\$ _____
32. 41 Booster Station ✓ 18740 South Tamiami Trail 13,000 Sq. ft. 0.298 acres	\$ _____
33. Collage Parkway Water Treatment Plant well #3 This is located off of Cypress Lake Blvd. See map for location 6,950 Sq. ft. .159 acres	\$ _____

* Asterisks indicate more detailed information on page 19 under note 22

GRAND TOTAL OF SITES 1 – 33: \$ _____

YEARLY TOTAL \$ _____ **DIVIDED BY 12 EQUALS MONTHLY PAYMENT \$** _____

PAYMENT: Payment will be made to the vendor on a monthly basis. The payment will be one twelfth of the total yearly cost. 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.

OPTION A:

PER ACRE COST TO LANDSCAPE AND MOW ADDITIONAL SITES: \$ _____

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

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

Yes _____ No _____

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

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

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

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

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

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S.# _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: _____

REVISED: 7/28/00

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

SCOPE

The intent of this specification is to acquire a vendor(s) to provide landscape maintenance and mowing at various water and wastewater locations throughout Lee County on an annual basis for Lee County Utilities. Each site varies in size and may contain some trash. This trash is a major concern to us. When it is mowed over and left laying around the sites get a very bad image. Any trash laying around has to be picked up before the mowing begins. This includes trash thrown on the site and branches and etc that may fall onto the site from trees and or bushes. When you read the sizes of the areas later 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 has to visit each and every site. At times more landscaping/misc work may be asked to be done by the awarded vendor, those cost will be negotiated when that work is required. This work may be such things as cleaning up after a hurricane, removing trees that have fallen over or other items that are not covered in this contract.

TERM OF QUOTE

This quote shall be in effect for one year, or until new quotes are taken and awarded. This quote or any portion thereof, has the option of being renewed for four additional one-year periods, upon mutual agreement of both parties, under the same terms and conditions.

DESIGNATED CONTACT

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

BASIS OF AWARD

Vendors are encouraged to quote on any site for which they are certain they can provide the landscape and mowing requirements specified. Costs per site visit must be given for each location, as applicable, in order to be considered for award. Lee County may award this quote to multiple vendors.

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

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

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

SITE CHANGES

IF IT IS DEEMED NECESSARY TO ADD OR DELETE SITES AND/OR MAINTENANCE AREAS DURING THE TERM OF THIS CONTRACT, LEE COUNTY WILL NEGOTIATE PRICING WITH THE VENDOR AT THE TIME THAT SERVICE IS REQUIRED OR NO LONGER REQUIRED

CONSUMER PRICE INDEX ADJUSTMENT

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

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 individual site contact persons name is listed beside the location further into this document. 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 Contractor will meet at least monthly with the Owner's main designee (Chad Denney 694-4038) at a mutually agreeable time. The location of the meeting will be at the discretion of the Owner's designee. At the meeting the Vendor will bring with them all the unsigned tickets from the unmanned sites to turn over to the contract manager. The vendor will also have 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.

LOCAL BIDDER'S PREFERENCE

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

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

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

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

SUPERVISION AND SAFETY

The vendor shall be responsible for the supervision and direction of the work performed by his 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.

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.

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 and occupational license number.

Each employee shall have a picture ID from the Contracting Company that clearly states he/she is employed by the Contractor.

MATERIAL AND EQUIPMENT

The awarded vendor shall be responsible for the complete performance of all work under this quote; for the methods, means and equipment used; and for furnishing all materials, tools, apparatus and property of every description used in connection therewith.

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

- (1) Two Front-deck commercial rider turf mowers (48" min. to 72" max. cutting width); and two small mowers to cut designated areas. Also required are two weed eaters, two blowers and a gas powered pole saw for trimming trees.
- (2) A means of safely transporting the mower to and from the site.

REQUIRED SUBMITTALS

Attachment A and the other submittals requested should be returned with the quote response. This information may be accepted after opening, but no later than 10 calendar days after request. Quoters may be asked to provide additional information. If requested, quoters shall furnish the information within 10 calendar days.

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

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

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

- (2) On company letterhead, vendors submitting quotes must provide a minimum of three references in the State of Florida to which their firm has provided services that are comparable in size and complexity to those requested herein.
- (3) Each quoter shall submit proof (i.e., a copy of the purchase or lease agreement; conditional sales contract; etc.) that arrangements have been made to obtain, upon award, the equipment as specified herein, if not presently owned.
- (4) All licenses required for the application of herbicides, pesticides... etc. and any other licenses deemed necessary to accomplish this project such as occupational license.... etc.

DEFAULTS BY AWARDED QUOTER

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

- (1) Failure of the awarded quoter to maintain satisfactory performance level;

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

CONTRACT

The Purchase Order shall be the contract.

DETAILED SPECIFICATIONS FOR LANDSCAPING AND MOWING

Mowing shall be a total of 33 cuts per year as broken down by month as follows:

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.

The awarded vendor shall report in at each staffed facility upon arrival before work begins. At the completion of work, they will report to the person on duty to have them sign a ticket stating the mowing was completed. The person at the site will then make sure everything is completed per the bid specifications. If all the work is completed they will then sign the ticket. If the work is not done per the specifications they will inform the vendor what needs to be done before the ticket will be signed. Even when the vendor makes site visits due to other work besides mowing, a ticket will have to be signed.

- 1. The vendor shall mow the turf to a height of 3 inches.
- 2. Before the first mowing the awarded vendor will receive a walk-through of each of the sites he is responsible for. A County Representative will be available to answer any minor procedural questions about the mowing process at a specific site.
- 3. The vendor shall be responsible for clean up 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 must be cleaned up at these sites before any mowing begins.
- 4. Any damage to buildings, trees, utilities, etc., shall be reported by the vendor in writing, within 24 hours, to the County Representative.
- 5. 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.
- 6. 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.
- 7. Vendors shall be available and able to mow throughout the year, exclusive of major holidays.
- 8. At Lee County's discretion, sites and parts of sites listed within the price proposal may be deleted. If part of a site is deleted, the payment will be reduced proportionate to the amount of space deleted.
- 9. Mowing of the facilities shall be done in a neat and orderly fashion within the layout of each site.

10. 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.
11. All sidewalks, driveways, and landscaped areas shall be edged to give a neat finished appearance. This will be completed at a minimum of every other mowing. The areas will then be cleaned of any grass/edging clippings.
12. Sweeping or blowing of all walks and driveways of loose clippings will be done every time the property is mowed.
13. All rock areas around buildings and structures shall receive herbicide treatment to control weeds at a minimum of every other mowing.
14. 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.
15. Bushes and small trees at each facility (hedging and trimming) shall be done at least twice 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 nuisances 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.
16. Removal of grass growth at the bottom of all fence lines shall be done at a minimum of once a month. 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. The use of a 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.
17. 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.
18. Repair of the above mentioned equipment shall be made at the contractors expense.
19. Details of repair will be discussed with the Lee County designee upon reporting.
20. Failure to report any damages shall result in contractor being charged for all repair costs incurred by the County.
21. Weed eating shall be performed at least every other time the grass is mowed. All trees, building and any other item that has grass growing against it shall be taken care of.
22. **NOTE:** Collins Street pump station, on south side of Collins St., ASR Wells on Alico Rd. (3), City of Ft. Myers / Lee County interconnect on Ortiz Ave., River Cross over pump station on BayShore Road, Shell Point Booster Station, 1 mile down Shell Point Blvd. on the left, and the four sets of wells at the South West well field off Corkscrew Rd. only require weed eating and spraying to control weeds. **DO NOT** use heavy equipment inside fenced areas due to limited space. The College Parkway Water Plant and Customer service area can only be mowed on weekends.

* All sites are indicated on maps with red pins and numbers where each location is.

SITES

Sites to be mowed with area by square footage or acreage are as follows: @ 61.18 approximate acres total

	<u>Site Contact Person</u>
1. Ft. Myers Beach Wastewater Treatment Plant. 17155 Pine Ridge Rd., Pine Ridge and Summerlin Roads Ft. Myers Beach, 33931 400,000 Sq. ft. 9.2 acres	Ben Wright, 466-8039
2. Fiesta Village Wastewater Treatment Plant 1366 San Souci Dr., Fiesta Way off Cypress Lake Dr. Ft. Myers, 33919 46,000 Sq. ft. 1 acre	Dennis Lang, 481-1953
3. Pine Island Wastewater Treatment Plant. 6928 Stringfellow Rd. St. James City, 33956 3.8 miles south of four way stop at Pine Island Rd. and Stringfellow 50,000 Sq. ft. 1.150 acres. Plant area.	Mario Beauchamp, 282-0025
4. Waterway Estates Wastewater Treatment Plant. 1667 Inlet Dr., N. Ft. Myers, 33903 3,400 Sq. ft. .078 acre	Michael Hansinger, 995-6585
5. High Point Wastewater Treatment Plant 9001 Sedgefield, N. Ft. Myers, 33917 North on Nalle Rd. 1.4 miles, left on Sedgefield Rd. to the end, through cattle gate back in the field. Fenced area of the plant only and slope where plant is 3,600 Sq. ft. .0826 acre	Mario Beauchamp, 282-0025
6. Lift Station 480 3841 Ballard Rd. and Markland Ft. Myers, 33916 12,000 Sq. ft. 0.275 acre	Rich Simms, 707-1880
7. Lift Station 481 5441 Palm Beach Blvd I- 75 and Palm Beach Blvd. Ft. Myers, 33905 12,000 Sq. ft. 0.275 acre	Rich Simms, 707-1880
8. Lift Station 482 12901 Palm Beach Blvd. Ft. Myers Shores, 33905 13,000 Sq. ft. 0.298 acre	Rich Simms, 707-1880
9. Lift Station 263 806 South Street, Ft. Myers Beach, 33931 Main St. at San Carlos Blvd. Just before the bridge. 11,000 Sq. ft. 0.252 acre	Rich Simms, 707-1880
10. Lift Station 601 1751 Dockway Inlet Dr., Right on Dockway at the end. N. Ft. Myers, 33903 3400 Sq. ft. 0.078 acre	Rich Simms, 707-1880

11. Corkscrew Water Treatment Plant
 16101 Alico Rd. Ft. Myers, 33913
 1 mile N. of Corkscrew Rd.
 533,000 Sq. ft 12.25 acres
 New sludge pond berm to the south of the plant
 33,000 Sq. Ft. .76 acres
 Richard Hawes, 267-8228
- * *ASR Wells 3,5, & 4 East side of Alico Rd.
 Just before plant entrance on the left
 3@ 1405 Sq. ft. ea. 0.032 acres ea.*
- * *Southwest Wellfield wells 25,26 – 27,28 – 29,30 – 31,32
 960 Sq. ft. 0.022 acres all four sets of wells*
12. Green Meadows Water Treatment Plant
 13001 Alico Rd., 33913, East on Alico Rd. just past APAC Corp.
 Left on Airport Haul Road to first paved rd. on the right
 21,000 Sq. ft. 0.482 acres
 Val Sikora, 267-1151
13. Olga Water Treatment Plant
 1450 Werner Dr., East Ft. Myers, 33920
 209,000 Sq. ft. 4.79 acres &
 5 acres to the south of the plant road
 Lenny Sword, 694-4038
14. Waterway Estates Water Treatment Plant
 4271 St. Clair Ave., N. Ft Myers, 33903
 32,000 Sq. ft. 0.734 acre
 John Gibson, 997-1861
15. College Parkway Water Treatment Plant
 Customer Service Facility
 7401 College Parkway, Ft. Myers, 33907
 Behind Fernando's Restaurant
 184,000 Sq. ft. 4.22 acres
 This location can only be mowed on weekends
 Larry Clifford, 274-2541
16. North Elevated Tower
 110 Pine Island Rd., North Ft. Myers, 33903
 20,000 Sq. ft. 0.459 acre, front section
 3,200 Sq. ft. 0.073 acres, through back gate
 John Gibson, 997-1861
17. Tice Elevated Tower
 461 Menocal Ave., Ft. Myers, 33905
 10,400 Sq. ft. 0.238 acre
 Lenny Sword, 694-4038
18. Collins St. Booster Pump Station
 2534 Collins Street, Ft. Myers, 33901
 Between Evans and Fowler
 1,075 Sq. ft. 0.0246 acre
 Lenny Sword, 694-4038
19. North Reservoir
 7351 Samville Road, North Ft. Myers, 33917
 35,000 Sq. ft. 0.803 acre
 Lenny Sword, 694-4038

20. South Reservoir
6480 South Pointe Blvd. Ft. Myers, 33919
31,000 Sq. ft. 0.711 acre
Richard Hawes, 267-8228
21. Alico Rd. Booster Station
17101 Oriole Road, Ft. Myers, 33912
On corner of Alico and Oriole
18,000 Sq. ft. 0.413 acre
Val Sikora, 267-1151
22. Miners Corner Booster Station
15147 McGregor Blvd, Ft. Myers, 33908
McGregor Blvd and Gladiolus behind restaurant
12,900 Sq. ft. 0.296 acre
Val Sikora, 267-1151
23. Detar Facility
5180 Tice St., Ft. Myers, 33905
Detar Lane off Tice St.
15,000 Sq. ft. 0.344 acre
Jim Balmer, 693-2612 ext 202
24. Depot 1, EMS, and Marine Services
190 Evergreen Road. North Ft. Myers, 33903
Off Pondella between the two 41s
16,600 Sq. ft. 0.381 acre
John Gibson, 997-1861
25. City Fort Myers / Lee County Interconnect
East side of Ortiz Ave. just north of MLK Blvd.
450 Sq. ft. 0.0103 acre
Fenced in area.
Lenny Sword, 694-4038
26. Shell Point Village Booster Station
Shell Point blvd. 1 mile down on the left side.
600 Sq. ft. 0.0137 acre
Val Sikora, 267-1151
27. Gateway Services Waste Water Treatment Plant
13240 Commerce Lakes Drive
Fort Myers, 33913
187,000 Sq. ft. 4.29 acres, includes small area around reuse tank
Tim Elliot, 229-8698
28. San Carlos Waste Water Treatment Plant
18078 Cypress Point Rd.
Estero, 33928
93,800 Sq. ft. 2.15 acres
Jerry Johnson, 267-0387
29. Three Oaks Waste Water Treatment Plant
18521 Three Oaks Pkwy.
Estero, 33912
268,000 Sq. ft. 6.15 acres
Jerry Johnson, 267-0387
30. Pinewoods Water Treatment Plant
11950 Corkscrew Road
Estero, 33928
88,300 Sq. ft. 2.027 acres
Damon Hardy, 992-1319

- 31. Bartow Water Treatment Plant
18513 Bartow Blvd.
Fort Myers, 33912
54,700 Sq. ft. 1.255 acres
Damon Hardy, 992-1319
- 32. 41 Booster Station
18740 South Tamiami Trail
Ft. Myers, 33908
13,000 Sq. ft. 0.298 acres
Val Sikora, 267-1151
- 33. Collage Parkway Water Treatment Plant well #3
This is located off of Cypress Lake Blvd.
In Spring Lakes Subdivision, at end of Westshore Dr.
See map for location
6,950 Sq. ft. .159 acres
Val Sikora, 267-1151

* Asterisks indicate more detailed information

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.

EXAMINATION OF SITES

Vendors are encouraged to visit the work sites and familiarize themselves with the conditions as they exist and the operations to be carried out under this quote. Vendors shall make such investigations as they may see fit so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work under this quote. Due to security reasons if you want to see any of the sites that require you to go inside of a fenced in area you must call the main County contact and set up an appointment to get inside. If an appointment is not made you will not be allowed access to the facility just by showing up at the gate.

DEBRIS DISPOSAL

All debris, construction scrap, landscape or tree trimmings shall be disposed of at Lee County's designated landfill facility; as per Ordinance #88-40.

OPTION A

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

SUMMARY REPORTS

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

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

PRE-BID INFORMATION

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

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

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

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

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

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

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

1. How many employees are available to service this contract? _____

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

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

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

Yes _____ No _____

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

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

1. **Insurance Requirements:** *These are minimum requirements, which are subject to modification in response to operations involving a higher level of loss exposure.*
 - a. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease limit per employee
 - b. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:
 - \$500,000 bodily injury per person (BI)
 - \$1,000,000 bodily injury per occurrence (BI)
 - \$500,000 property damage (PD) or
 - \$1,000,000 combined single limit (CSL) of BI and PD
 - c. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$500,000 bodily injury per person (BI)
 - \$1,000,000 bodily injury per occurrence (BI)
 - \$100,000 property damage (PD) or
 - \$1,000,000 combined single limit (CSL) of BI and PD

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

2. **Verification of Coverage:**
 - a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 1. "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials@ will be named as an **"Additional Insured"** on the General Liability policy.
 2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

3. Special Requirements:

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

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

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

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

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

11. The mailing envelope has been addressed to:

MAILING ADDRESS

Lee County Purchasing
P.O. Box 398 or
Ft. Myers, FL 33902-0398

PHYSICAL ADDRESS

Lee County Purchasing
1825 Hendry St 3rd Floor
Ft. Myers, FL 33901

12. The mailing envelope **MUST** be sealed and marked with:

Quote Number
Opening Date and/or Receiving Date

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

14. If submitting a "NO BID" please write quote number here _____
and check one of the following:

- Do not offer this product Insufficient time to respond.
- Unable to meet specifications (why)
- Unable to meet bond or insurance requirement.

Other: _____

Company Name and Address:

ATTACHMENT ³

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

DATE SUBMITTED: 12-01-04

VENDOR NAME: Amera-Tech, Inc.

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

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

The undersigned acknowledges receipt of Addenda numbers: _____

<u>SITE</u>	<u>COST PER SITE VISIT</u>
1. Ft. Myers Beach Wastewater Treatment Plant. 17155 Pine Ridge Rd., Pine Ridge and Summerlin Roads 400,000 Sq. ft. 9.2 acres	\$ <u>395.⁰⁰</u>
2. Fiesta Village Wastewater Treatment Plant 1366 San Souci Dr., Fiesta Way off Cypress Lake Dr. 46,000 Sq. ft. 1 acre	\$ <u>55.⁰⁰</u>
3. Pine Island Wastewater Treatment Plant 6928 Stringfellow Rd., St. James City 50,000 Sq. ft. 1.150 acres. Plant area.	\$ <u>65.⁰⁰</u>
4. Waterway Estates Wastewater Treatment Plant 1667 Inlet Dr., N. Ft. Myers 3,400 Sq. ft. .078 acre	\$ <u>20.⁰⁰</u>
5. High Point Wastewater Treatment Plant North on Nalle Rd. 3 miles, left on Sedgefield Rd. to the end, through cattle gate back in the field. 3,600 Sq. ft. .0826 acre	\$ <u>30.⁰⁰</u>
6. Lift Station 480 Ballard Rd. and Markland Ft. Myers 12,000 Sq. ft. 0.275 acre	\$ <u>30.⁰⁰</u>
7. Lift Station 481 I- 75 and Palm Beach Blvd. Ft. Myers 12,000 Sq. ft. 0.275 acre	\$ <u>30.⁰⁰</u>

<u>SITE</u>	<u>COST PER SITE VISIT</u>
8. Lift Station 482 Palm Beach Blvd. Ft. Myers Shores 13,000 Sq. ft. 0.298 acre	\$ <u>30.⁰⁰</u>
9. Lift Station 263 Main St. at San Carlos Blvd. Just before the bridge. 11,000 Sq. ft. 0.252 acre	\$ <u>30.⁰⁰</u>
10. Lift Station 601 Inlet Dr., Right on Dockway at the end. N. Ft. Myers 3400 Sq. ft. 0.078 acre	\$ <u>20.⁰⁰</u>
11. Corkscrew Water Treatment Plant 16101 Alico Rd. 1 mile N. of Corkscrew Rd. 533,000 Sq. ft 12.25 acres New sludge pond berm to the south of the plant 33,000 Sq. Ft. .76 acres	\$ <u>495.⁰⁰</u>
* ASR Wells 3,5, & 4 East side of Alico Rd. Just before plant entrance on the left 3@ 1405 Sq. ft. ea. 0.032 acres ea.	
* Southwest Wellfield wells 25,26 - 27,28 - 29,30 - 31,32 960 Sq. ft. 0.022 acres all four sets of wells	
12. Green Meadows Water Treatment Plant 13001 Alico Rd., East on Alico Rd. just past APAC Corp. Left on Airport Haul Road, to first paved rd. on the right 21,000 Sq. ft. 0.482 acres	\$ <u>45.⁰⁰</u>
13. Olga Water Treatment Plant 1450 Werner Dr., East Ft. Myers 209,000 Sq. ft. 4.79 acres & 5 acres to the south side of plant	\$ <u>245.⁰⁰</u>
14. Waterway Estates Water Treatment Plant 4271 St. Clair Ave., N. Ft Myers 32,000 Sq. ft. 0.734 acre	\$ <u>45.⁰⁰</u>
15. College Parkway Water Treatment Plant * Customer Service Facility, 7401 College Parkway Behind Fernando's Restaurant 184,000 Sq. ft. 4.22 acres This location can only be mowed on weekends	\$ <u>195.⁰⁰</u>
16. North Elevated Tower Pine Island Rd. and 41 20,000 Sq. ft. 0.459 acre, front section 3,200 Sq. ft. 0.073 acres, through back gate	\$ <u>40.⁰⁰</u>

SITECOST PER SITE VISIT

17. Tice Elevated Tower Garcia Ave. and Menocal Ave. 10,400 Sq. ft. 0.238 acre	\$ <u>25.00</u>
18. Collins St. Booster Pump Sta. * 2534 Collins Street Between Evans and Fowler 1,075 Sq. ft. 0.0246 acre	\$ <u>15.00</u>
19. North Reservoir 7351 Samville Road 35,000 Sq. ft. 0.803 acre	\$ <u>50.00</u>
20. South Reservoir 6480 South Pointe Blvd. 31,000 Sq. ft. 0.711 acre	\$ <u>45.00</u>
21. Alico Ad. Booser Sta. 17101 Oriole Road On corner of Alico and Oriole 18,000 Sq. ft. 0.413 acre	\$ <u>35.00</u>
22. Minors Corner Booster Sta. 15147 McGregor Blvd Mcgregor Blvd and Gladiolus behind restaurant 12,900 Sq. ft. 0.296 acre	\$ <u>30.00</u>
23. Detar Facility 5180 Tice St. Detar Lane off Tice St. next to fire station 15,000 Sq. ft. 0.344 acre	\$ <u>35.00</u>
24. Depot 1, EMS, and Marine Services 190 Evergreen N. of Pondella between the 2- 41s 16,600 Sq. ft. 0.381 acre	\$ <u>35.00</u>
25. City Fort Myers / Lee County Interconnect East side of Ortiz Ave. just north of MLK Blvd. 450 Sq. ft. 0.0103 acre Fenced in area	\$ <u>15.00</u>
26. Shell Point Village Booster Station Shell Point blvd. 1 mile down on the left side. 600 Sq. ft. 0.0137 acre	\$ <u>15.00</u>
27. Gateway Services Waste Water Treatment Plant 13240 Commerce Lakes Drive Fort Myers, FL 33913 187,000 Sq. Ft. 4.29 Acres, includes small area around reuse tank	\$ <u>175.00</u>

<u>SITE</u>	<u>COST PER SITE VISIT</u>
28. San Carlos Waste Water Treatment Plant 19910 S. Tamiami Trail Estero, FL 33928 93,800 Sq. ft. 2.15 acres	\$ <u>75.⁰⁰</u>
29. Three Oaks Waste Water Treatment Plant 18521 Three Oaks Pkwy. Fort Myers, FL 33912 268,000 Sq. ft. 6.15 acres	\$ <u>225.⁰⁰</u>
30. Pinewoods Water Treatment Plant 11950 Corkscrew Road Estero, FL 33928 88,300 Sq. ft. 2.027 acres	\$ <u>75.⁰⁰</u>
31. Bartow Water Treatment Plant 18513 Bartow Blvd. Fort Myers, FL 33912 54,700 Sq. ft. 1.255 acres	\$ <u>65.⁰⁰</u>
32. 41 Booster Station 18740 South Tamiami Trail 13,000 Sq. ft. 0.298 acres	\$ <u>30.⁰⁰</u>
33. Collage Parkway Water Treatment Plant well #3 This is located off of Cypress Lake Blvd. See map for location 6,950 Sq. ft. .159 acres	\$ <u>25.⁰⁰</u>

* Asterisks indicate more detailed information on page 19 under note 22

GRAND TOTAL OF SITES 1 - 33: \$ 2740.⁰⁰ per mow *DM*

YEARLY TOTAL \$ 90,420 *DM* DIVIDED BY 12 EQUALS MONTHLY PAYMENT \$ 7535.⁰⁰ *DM*

PAYMENT: Payment will be made to the vendor on a monthly basis. The payment will be one twelfth of the total yearly cost. 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.

OPTION A:

PER ACRE COST TO LANDSCAPE AND MOW ADDITIONAL SITES: \$ 49.⁰⁰

TO BE STARTED WITHIN 7 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

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

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

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

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

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

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

FIRM NAME Amera-Tech, Inc.

BY (Printed): DALE L. Uhl

BY (Signature): Dale L. Uhl

TITLE: Vice President

FEDERAL ID # OR S.S.# 65-0997338

ADDRESS: 13100 Rickenbacker Pky.
FORT MYERS, FL 33913

PHONE NO.: 239-561-9184

FAX NO.: 239-561-9478

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 013267

E-MAIL ADDRESS: _____

REVISED: 7/28/00

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

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

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

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

13100 Rickenbacker

FORT MYERS, FL 33913

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

700 sq ft office

2300 sq ft Shop

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

1. How many employees are available to service this contract? 10

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

See descriptive Literature

Attachment A

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

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

Yes _____ No X

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

See ATTACHMENT IN DESCRIPTIVE LITERATURE

ATTACHMENT A

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

PRESENTLY OWNED

See ATTACHMENT

WILL OBTAIN

DAYS

Quantities and types of Equipment

- Digital Camera
- 2000 Isuzu Lawn 17' Bed Truck
- 2001 Isuzu Lawn Dump Truck
- 2001 Isuzu 14' Flatbed Pressure Wash Truck with 2 Pressure Wash Units
- 1996 Mitsubishi Lawn Dump Truck
- 1995 Isuzu Lawn Dump Truck
- 2000 Ford Ranger
- 1995 Ford F450 - Pest Control Truck
- 2000 Ford Ranger
- 2000 Ford Van E150
- 2000 Ford Crew-Van E 150
- 1993 F150 Extended Cab
- 1999 Nissan Altima
- 2001 20 Ft. Haulmark Enclosed Trailer - Tandem Axle
- 1996 20 Ft. Pace American Enclosed Trailer-Tandem Axle
- 1999 16 Ft. Tropic Trailer Enclosed Trailer - Tandem Axle
- 1998 12 Ft. EZ-Load Open Trailer
- 2000 14 Ft. Open Dual-Axle Pressure Wash Trailer with 2 Pressure Wash Units
- 1998 52" Toro ZTR Mower
- 2000 52" Toro ZTR Mower
- 2000 72" Toro ZTR Mower
- 2000 52" Toro ZTR Mower
- 2002 52" Toro ZTR Mower
- 2004 52" Wright Stander Mower
- Four (4) Push Mowers
- Four (4) Rotary Fertilizer Spreaders - Lesco
- Two (2) Stihl Chainsaws
- Three (3) Echo Chainsaws
- Two (2) Power Pruners
- Six (6) 2 ft. Stihl Trimmers
- Eight (8) Backpack Blowers
- Six (6) Backpack Sprayers
- Two (2) 2 Gallon Sprayers
- Eight (8) Weed eaters (Echo & Stihl)
- Nine (9) Edgers (Echo & Stihl)
- Three (3) Six Ft. Extended Hedge Trimmers
- Large Air Compressor and all Air Equipment
- Welder and Cutoff Saw
- Several Full Sets of Shop Tools
- Numerous Ladders, Hand Tools, Wheelbarrows, etc.
- Office Equipment including Desks, Computers, Xerox, Fax, Phone System for 10 people
- Cleaning Supplies, Vacuums, etc.
- Window Cleaning Supplies
- Pressure Washing Equipment Sprinkler Installation and Repair Equipment



Lee County Tax Collector

2480 Thompson Street
Fort Myers, Florida 33901
www.leetc.com Tel: (239) 339-6000

License Number: 013267

Dear Business Owner:

Your 2004-2005 Lee County Occupational License is enclosed below. Please detach the license and display it in a place that is visible to the public and available for inspection. Remember, an occupational license is in addition to any other license that may be required by law and does not signify compliance with zoning, health or other regulatory requirements.

Your 2004-2005 License is valid from October 1, 2004 through September 30, 2005. Annual renewal notices are mailed in August to the address of record at that time. If you need to transfer your occupational license due to a change of business name, ownership or location, or you are closing the business, please follow the instructions on the back of this letter.

I hope you have a successful year.

Cathy Curtis

Lee County Tax Collector

Detach and display bottom portion and keep upper portion for your records



STATE OF FLORIDA LEE COUNTY OCCUPATIONAL LICENSE

LICENSE YEAR: 2004-2005
LICENSE NUMBER: 013267

Location
13100 RICKENBACKER PKWY
FT MYERS FL 33913

AMERA TECH INC
AMERA TECH INC
13100 RICKENBACKER PKWY
FT MYERS FL 33913

EXPIRES: SEPTEMBER 30, 2005

Is hereby licensed at above address to engage in the business,
profession or occupation of:

LAWN AND/OR LANDSCAPING SERVICE

THIS IS NOT A BILL - DO NOT PAY

PAID	014510-294-1	09/24/2004 01:00
	DP500	\$50.00

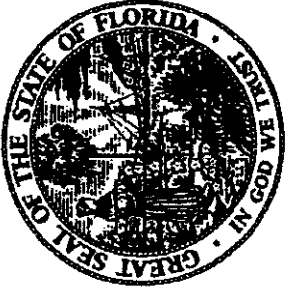


13100 Rickenbacker Parkway
 Fort Myers, FL 33913
 Phone: 239-561-9184
 Fax: 239-561-9478

References

Client	Amount	Address	Size	Contact
City of Fort Myers	~\$8000.00 per month	Fort Myers	200 - 300 acres	Chuck Johnson 239-332-6896
Shellpoint Retirement Community	\$3430.00 per month	Shellpoint Blvd.	24 Homes	Mike Mongoven 239-433-9788
Daltile	\$894.00 quarterly	Metro Parkway	1 - 2 acres	Robert Messer 239-275-1919
Carleton Place	\$1290.00 per month	Cape Coral	5 - 6 acres	Bonnie Polson 239-541-2725
Pointe Coral	\$226.60 per month	Cape Coral	2 - 3 acres	Paula Zunino 239-542-6329
Palmetto Pointe	\$375.00 per month	Fort Myers	10 acres	Jim Niland 239-433-1827
El-Rio	\$995.00 per month	North Fort Myers	5 -6 acres	Roberta Crouse 239-656-3563
Sutherlin Nissan	\$582.75 per month	Fort Myers	2 - 3 acres	Jimmy McDonnel 239-415-8600
Harbour Town	\$913.50 per month	Cape Coral	4 - 5 acres	Paul Thatcher 419-334-8746
Coral Rock, Coral Water and Coral Woods	\$2857.00 per month	Fort Myers	30 acres	Joe Paxton 239-839-0051

State of



Florida

Department of Agriculture and Consumer Services
Bureau of Entomology and Pest Control

CERTIFIED PEST CONTROL OPERATOR

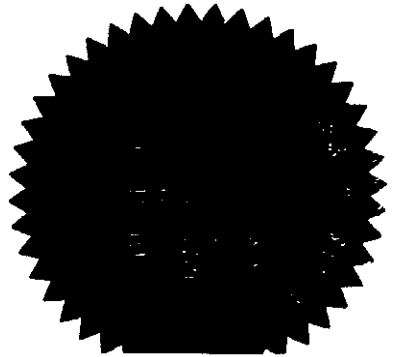
Number: JF124618

DALE L UHL

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn & Ornamental, General Household Pest & Rodent Control

*in conformity with an Act of the Legislature of the State of Florida regulating the
practice of Pest Control and imposing penalties for violations.*



In Testimony Whereof, Witness this

signature at Tallahassee, Florida on July 15, 2004

Charles H. Bronson

Charles H. Bronson
Commissioner of Agriculture

Chief Bureau of Entomology and Pest Control

Florida Statewide


& Inter-Local Certification



Florida Department of Management Services
Office of Supplier Diversity

Amera-Tech, Inc.

is certified as a Minority Business Enterprise
under the provisions of Chapter 287, Florida Statutes and Inter-Local Agreement,
for a one year period from September 14, 2004 to September 14, 2005.


Director

ATTACHMENT 4

Christopher Jeffcoat - Re: Mowing contract #Q-050077

From: Chad Denney
To: Jeffcoat, Christopher
Date: 1/6/2005 1:11 PM
Subject: Re: Mowing contract #Q-050077
CC: Clifford, Larry; Hill, Thomas

Chris, please award the quote to the lowest bidder meeting specifications which is Amera-Tech. If you need any more info please let me know. Please let me know when it is awarded so we can let our current vendor know he is no longer needed. I would prefer that we start the contract on say the first of a month so we can get the proper cuts from our current vendor and not confuse who cuts what for this month.

Thanks
Chad

>>> Christopher Jeffcoat 01/05/05 03:59PM >>>

Chad, we will have to proceed with the award and then you will have to take them around after the board approves the bluesheet. Per the specification they were supposed to view the sites and be familiar with the project before quoting. If for some reason the awarded vendor fails to meet their contractual obligation we will have to rescind the award and go to the next lowest quoter. thanks, Chris

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>>> Chad Denney 01/04/05 12:41PM >>>

Chris, I have been on vacation for the last two weeks. Sorry it took so long to respond. It appears that Amera-Tech is the lowest bidder out of the five bids that were submitted. I thought Pro Cuts prices last time were very cheap. But they were the third in line this time. If it is possible I would like to take Amera-Tech around to all the sites just to make sure they have a complete understanding of what is involved. Or do we just award it and then take them around? Please let me know what you think.

Thanks
Chad

From: Sue Gulledge
To: Geren, Patricia
Date: 1/20/05 10:19AM
Subject: Fwd: Re: Bluesheet 20050041 for Amera-Tech

Kathy, can we get this changed to go to the Board on Feb. 1st now? It now needs to go on the 1st.

>>> Patricia Geren 01/20/05 10:11AM >>>

OK--I'll contact Purchasing to see if there was a reason for requesting it be scheduled for the 02-08-05 BOCC meeting. Thanks!!

Patricia K. (Kathy) Geren
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Public Resources
gerenpk@leegov.com
Phone: 239-335-2215
FAX: 239- 335-2449

>>> Sue Gulledge 01/20/05 10:09AM >>>

I thought Purchasing did it. I typed our Departmental Category and Commissoin District and the notation on the bottom that Purchasing prepared it.

>>> Patricia Geren 01/20/05 10:05AM >>>

Sue,

Did you type the date of 02-08-05 on this bluesheet?

Thanks,
Kathy

Patricia K. (Kathy) Geren
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CC: Carbone, Cheryl; Sheehan, Janet