Lee County Board Of County Commissioners Agenda Item Summary

Blue Sheet No. 20061351

- 1. ACTION REQUESTED/PURPOSE: Approve award of Formal Quotation No. Q-060643 Annual Purchase of Sod County-Wide, to the following pool of vendors meeting specifications, Triple J Grassing of Lee County, Inc., Battista Farms, King Sod and Got It All Sod, Inc. (Award to Got It All Sod, Inc. is contingent on their being able to furnish the required insurance) at the prices listed on the attached Lee County Tabulation Sheet. The initial term of this quote is one year; also request authority to renew this quote for four additional one-year periods, at the same terms and conditions, if in the best interest of Lee County; and to exercise the price escalator clause as per the specifications on an as-needed basis. Funding will be available from the individual department or division's budget whom will be responsible for monitoring their individual expenditures. The County estimates expending approximately \$300,000 annually for sod.
- **2. WHAT ACTION ACCOMPLISHES:** Provides All County Divisions/Departments with a reliable and abundant source of sod materials and installation services.
- 3. MANAGEMENT RECOMMENDATION: Approve as stated.

4. Depa	rtmental Category:	6	5. Meeting Date: 10.24.06				
6. Agen	da:	7. Requirement/Purpose: (specify)			8. Request Initiated:		
<u>X</u> (Consent		Statute		Commiss	ioner	
A	Administrative		Ordinance		Departm	ent	Yout Sheehan
A	Appeals	X	Admin. Code	AC-4-1	Division	(Purchasing
P	Public		Other		By:	Janet Š	heehan
V V	Walk-On						

9. Background: On September 19, 2006, the Division of Purchasing received sealed quotations for the annual purchase of sod county-wide. On that date, six responses were received; of which four appear to be qualified. The quotations have been thoroughly reviewed, and a recommendation is being made award to Triple J Grassing of Lee County, Inc., Battista Farms, King Sod and Got It All Sod, Inc. (Award to Got It All Sod, Inc. contingent on their being able to furnish the required insurance) meeting all specification requirements.

Please See Attachments:

- (1) Tabulation Sheet
- (2) Specifications
- (3) Triple J Grassing of Lee County's Quotation
- (4) Battista Farm's Quotation
- (5) King Sod's Quotation
- (6) Got It All Sod, Inc.'s Ouotation

10. Review	v for Schedu	ıling:						
Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney		Budget	Services	County Manager/P.W. A Director
for	10/6/04	_		Co. 10/00	Analyst 10 ode	Risk	Oxants O(Ook	Mgr. 10-11-06
11. Com	mission Acti Approved Deferred Denied Other			•	CO. AT	ATTY OF 9/06 49 Sim Riped, TO 7/0/06 300 Am		COUNTY ADMIN FORWARDED TO: 10 10 04 9 30 MB.

FORMAL QUOTATION #Q-060643	LEE COUNTY, FLORIDA TABULATION SHEET								
OPENING DATE: September 19, 2006 BUYER: CHRIS JEFFCOAT	FOR ANNUAL PURCHASE OF SOD COUNTY-WIDE (DELIVERED & INSTALLED)								
BUYER: CHRIS JEFFCOAT	TRIPLE J OF	GOT IT ALL	BRANDON	BATTISTA	MALONEY'S	KING SOD			
VENDORS	LEE COUNTY	SOD, INC.	GRAHAM	FARMS	SOD, INC.				
Constitution of the Consti	INC.		TRUCKING, INC.						
COPIES PROVIDED	YES	YES	YES	YES	YES	YES			
SECTION "A" LESS THAN 2400 SQ. FT.									
ARGENTINE BAHIA SQ. FT.	\$0.23	\$0.29	\$0.30	0.31 +3% fuel chg	\$0.50	\$0.30			
419 BERMUDA SQ. FT.	\$0.37	\$0.38	\$0.39	0.47+3%fuel chg	\$0.70	\$0.55			
FLORATAM SQ. FT.	\$0.37	\$0.38	\$0.39	0.45+3%fuel chg	\$0.60	\$0.50			
TRAVEL MOBILIZATION FEE	\$400.00	\$160.00	\$170.00	\$0.00	\$0.03	included in install			
SECTION "B" 2400 SQ. FT. TO LESS THAN TRUCKLOAD									
ARGENTINE BAHIA SQ. FT.	\$0.22	\$0.29	\$0.30	0.31+3%fuel chg	\$0.40	\$0.30			
419 BERMUDA SQ. FT.	\$0.36	\$0.38	\$0.39	0.47+3%fuel chg	\$0.60	\$0.55			
FLORATAM SQ. FT.	\$0.36	\$0.38	\$0.39	0.45+3%fuel chg	\$0.50	\$0.50			
SECTION "C" TRUCKLOAD									
ARGENTINE BAHIA SQ. FT.	\$0.16	\$0.26	\$0.27	.16 to .17+3%fuel chg	\$0.28	\$0.16			
419 BERMUDA SQ. FT.	\$0.30	\$0.36	\$0.37	.30 to .31+3%fuel chg	\$0.48	\$0.27			
FLORATAM SQ. FT.	\$0.30	\$0.36	\$0.37	.28 to .29+3%fuel chg	\$0.38	\$0.36			
OPTION "A"									
WATER COST PER 1,000 GALLONS	\$65.00	N.A.	N.A.	N.A.	\$200.00	N.A.			
OPTION "B"									
ROLLING OF SOD COST PER SQ. FT.	\$0.015	\$0.04	\$0.05	included in install	\$0.03	included in install			
DELIVER WITH OWN VEHICLE	YES	YES	YES	YES	YES	YES			
LOCAL VENDOR PREFERENCE	YES	NO	NO	YES	МО	YES			
MODIFICATIONS	*YES	NO	NO	**YES	NO	***YES			
QUOTE SIGNED	YES	YES	YES	YES	YES	YES			
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ROM: /							
OZLING LIWE/DATE							
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AO BID				-			
Section C-Price is based upon under 7200sq. Ft. as listed.							
***Section A-Bermuda pallet size minimum is 400 sq. ft.							
Vendor does not go to Sanibel.		-					
. sisse							
sallet deposit. They will have to be paid for, not on turn on a turnaround		-					
allets that are picked up at our location or just delivered have a \$6.00							
om ber man	-						
wheeling or raking is necessary there will be a labor charge of \$25.00 per							
We do not maintain the construction area. If any dirt work such as							
epending on what part of town the job is in. Section C	·						
** On the 7200 sq. ft. or more quote. The price per sq.ft. may vary							
xoessive rain.							
This vendor will not be responsible for regrading areas disturbed by							
Occupational License Number	11314	091119	263505	4115087	206488	9701342	
Acets Specifications							
			l ()				
VENDORS							
BUYER: CHRIS JEFFCOAT		VHOME PURCH	ZEE OF SOD COUNT	A-MIDE (DEFIAEKE	D & INSLYTTED)		
OPENING DATE: September 19, 2006				NG NG			
FORMAL QUOTATION #Q-060643		FEE			EL		
	LEE COUNTY, FLORIDA TABULATION SHEET						



PROJECT NO.: Q-060643

OPEN DATE: SEPTEMBER 19, 2006

AND TIME: 2:30 P.M.

PRE-BID DATE: SEPTEMBER 5, 2006

AND TIME: 9:00 A.M.

LOCATION: LEE COUNTY DIVISION OF PURCHASING 1825 HENDRY ST. 3RD FLOOR FT. MYERS, FL. 33901

REQUEST FOR QUOTATIONS

TITLE: ANNUAL PURCHASE OF SOD COUNTY-WIDE

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, CPPB PURCHASING AGENT PHONE NO.: (239) 344-5458

GENERAL CONDITIONS

Sealed Quotations will be received by the DIVISION OF PURCHASING, until 2:30pm on the date specified on the cover sheet of this "Request for Quotations", and opened immediately thereafter by the Purchasing Director or designee.

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

1. **SUBMISSION OF QUOTE:**

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
 - 1. Marked with the words "Sealed Quote"
 - 2. Name of the firm submitting the quotation
 - 3. Title of the quotation
 - 4. Quotation number
- b. The Quotation shall be submitted in triplicate as follows:
 - 1. The original consisting of the Lee County quotes forms completed and signed.
 - 2. A copy of the original quote forms for the Purchasing Director.
 - 3. A second copy of the original quote forms for use by the requesting department.
- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
 - 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
 - 2. Warranties and guarantees against defective materials and workmanship.
- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".

- e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Purchasing prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- f. QUOTE CALCULATION ERRORS: In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).
- h. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.
- i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. ACCEPTANCE

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

3. SUBSTITUTIONS

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

4. RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES

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

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

5. WARRANTY/GUARANTY (unless otherwise specified)

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

6. PRE-BID CONFERENCE

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

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

7. <u>BIDDERS LIST MAINTENANCE</u>

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

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

8. **LEE COUNTY PAYMENT PROCEDURES**

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

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

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

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

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

9. <u>LEE COUNTY BID PROTEST PROCEDURE</u>

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 TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS."

10. **PUBLIC ENTITY CRIME**

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

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

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

12. MATERIAL SAFETY DATA SHEETS

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

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13. MISCELLANEOUS

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

14. WAIVER OF CLAIMS

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

15. AUTHORITY TO PIGGYBACK

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

16. COUNTY RESERVES THE RIGHT

a) State Contract

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

b) Any Single Large Project

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

c) Disadvantaged Business Enterprises

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

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

d) Anti-Discrimination

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

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

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

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

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

Where any information required of the vendor is in the exclusive possession of another who fails 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.

17. AUDITABLE RECORDS

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

18. **DRUG FREE WORKPLACE**

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

19. REQUIRED SUBMITTALS

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

20. **TERMINATION**

Any agreement as a result of this quote may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such

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termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

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

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

21. **CONFIDENTIALITY**

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

22. <u>ANTI-LOBBYING CLAUSE</u>

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

23. **INSURANCE (AS APPLICABLE)**

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

LEE COUNTY, FLORIDA PROPOSAL QUOTE FORM FOR PURCHASE OF SOD COUNTY-WIDE

DATE	E SUBMITTED:	
VENI	OOR NAME:	
TO:	The Board of County Commissioners Lee County Fort Myers, Florida	
all of v	g carefully examined the "General Condition which are contained herein, the Undersigne meet these specifications:	
	ndersigned acknowledges of Addenda numbers:	
	e: Vendors may quote the request i	
ORDI	ER SIZE: LESS THAN 2400 SQUARE FI	EET
	ENTINE BAHIA COST PER SQ. FT. pated Annual Usage – 25,410 SQ FT	\$
	ERMUDA COST PER SQ. FT. pated Annual Usage - 352 SQ FT	\$
	ATAM COST PER SQ. FT. pated Annual Usage – 11,890 SQ FT	\$
	EL/MOBILIZATION FEE FOR ORDERS dition to per square foot charges)	LESS THAN 2,400 SQ FT

SECTION "B": SOD - DELIVERED AND INSTALLED

ORDER SIZE: 2400 SQUARE FEET TO LESS THAN TRUCKLOAD (7,200 SQ FT) ARGENTINE BAHIA COST PER SQ. FT. Anticipated Annual Usage – 254,100 SQ FT 419 BERMUDA COST PER SQ. FT. Anticipated Annual Usage - 3,520 SQ FT FLORATAM COST PER SQ. FT. SECTION "C": SOD - DELIVERED AND INSTALLED ORDER SIZE: TRUCKLOAD (7,200 SQ FT) + ARGENTINE BAHIA COST PER SQ. FT. Anticipated Annual Usage - 653,000 SQ FT 419 BERMUDA COST PER SQ. FT. Anticipated Annual Usage - 3,520 SQ FT FLORATAM COST PER SO. FT. Anticipated Annual Usage - 65,700 SQ FT **OPTION "A":** WATER COST PER 1,000 GALLONS **OPTION "B":** ROLLING OF SOD COST PER SQUARE FOOT

WILL YOU DELI CARRIER?	VER WITH YOUR OV	WN VEHICLES AS OPPOSED TO COMMON
YES	NO	
•	sted in being considered No	d for the Local Vendor Preference?
•	o complete the Local V	ocal Vendor Preference" included in these Vendor Preference Questionnaire and return
•		s and conditions of the specifications. Any n to the quote may be grounds to reject the
	ifications to the quote o	
·	quoter being declared	ons in the space below or on a separate page may nonresponsive or to have the award of the quote
MODIFICATIONS	<u>S:</u>	

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 THE ANNUAL PURCHASE OF SOD FOR COUNTY-WIDE USE

SCOPE

The purpose of this "Request for Quotations" is to purchase sod on an annual basis for County wide use. The County is looking for delivered and installed only in this request for quote.

TERM OF CONTRACT

This contract shall be in effect for one year, or until new quotes are taken and awarded. This contract 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.

ESTIMATED EXPENDITURE

Last fiscal year Lee County expended approximately \$300,000 for sod under its annual contract. This amount is given for quote's guidance only; no minimum amount is guaranteed or implied.

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.

VENDOR REQUIREMENTS

- A. The awarded vendors should have an established office location, which is staffed during normal business hours.
- B. The awarded vendors should have a fax machine at their place of business to accept orders.
- C. If the awarded vendors cannot meet the specification requirements for whatever reason (i.e. sod not available, can't deliver on time, emergencies, etc.) Lee County reserves the right to purchase the materials needed elsewhere.

DEFINITION OF A TRUCKLOAD

For the purposes of this quotation, a truckload shall be defined as consisting of 7,200 square feet of sod.

BASIS OF AWARD

All vendors responding to the requirements of these specifications will receive an award. It is the County's intent to award to a pool of vendors. The County may award by line, section or overall or however best meets the interest of the County.

If the any quoter persists in not delivering and installing the sod in a timely manner we may eliminate them from the contract.

Lee County reserves the right, at the County's discretion, not to award certain items listed on the price proposal page.

SUPERVISION AND WORKMANSHIP

The Contractors shall assure that competent and adequate professional supervision and inspection is provided, and ensures for the purposes specified herein, that the complete job conforms to approved standards and specifications. Workmanship shall be of the highest quality.

17

GENERAL REQUIREMENTS

This contract shall consist of the requirements as listed in the following Sections:

Section A: This Section shall consist of provision delivery and installation of various types of sod.

Individual orders placed under this Section of the quote, shall consist of Less than 2400 square feet.

Section B: This Section shall consist of provision delivery and installation of various types of sod.

Individual orders placed under this Section of the quote, shall consist of 2400 square feet to less than a truckload of sod.

Section C: This Section shall consist of provision delivery and installation of various types of sod.

Individual orders placed under this Section of the quote shall consist of a minimum of a truckload of sod.

It is the intent of Lee County through these specifications to receive a complete and usable product. Any omission to these specifications does not relieve the Contractor from their responsibility to satisfactorily complete each order.

OPTION A (WATER)

If it is necessary to water the sod that has been laid, then this option may be used to pay the vendors for this service. Please quote an appropriate price for this service. Lee County must be informed and agree to the necessity for watering, this will be at the counties discretion, before it is actually done.

OPTION B (ROLLING)

Upon request, the awarded vendors may be asked to roll the sod that has been laid. This option will be used to pay the vendor for this service. Please quote a price per square foot to roll sod.

DELIVERY AND ORDER REQUIREMENTS

A. After the awarded Contractor receives an order; all sod delivered and installed shall be provided to Lee County within a maximum of fourteen (14) calendar days, unless directed otherwise by Lee County due to weather, etc.... The awarded Contractor understands and agrees repeated failure of the Contractor to provide sod within the fourteen calendar day period may be considered grounds for termination of this contract. If the contractor has not provided sod after fourteen calendar days, Lee County may notify the contractor that we will proceed to the next vendor to provide sod for the order.

- B. The Contractor shall notify Lee County a minimum of four hours prior to delivery.
- C. The awarded Contractor shall be responsible for all costs involved in the delivery of the sod, special permits, etc.
- D. Pallets, on which sod is picked up, delivered, and off-loaded are to be on a turn around basis. Lee County departments shall return all pallets upon picking up new pallets of sod.

MATERIAL REQUIREMENTS UNDER THIS QUOTE

A. Sod

Types of sod required under this quote shall be Argentine Bahia, 419 Bermuda, and Floratam.

- 1. All sod shall be composed of the specified grass type and shall be virtually free of other types of grass, weeds, other undesirable vegetation, and disease-free.
- 2. Sod root development and soil mat shall be such that standard size pads will support their own weight and retain their size and shape when suspended vertically.
- 3. Sod shall be machine stripped at a uniform thickness of 2" and shall be fresh and viable at the time of planting.
- 4. Sod should be harvested, delivered, and if applicable, installed within a 72-hour period.
- 5. Broken, torn, injured, or irregular pads of sod may be rejected.

B. Water

Water used for these purposes shall be clean and fresh, not brackish or containing substance injurious to turf.

C. Rolling

Occasionally, Lee County needs to have the installed sod properly rolled. The vendor will only roll the sod upon request from Lee County. The vendor will be reimbursed for this service based on Option B.

SOD INSTALLATION REQUIREMENTS

A. Final Plant Bed Preparation

- 1. Flooded, washed out, or otherwise damaged areas should be reconstructed and all grades re-established by the Contractor.
- 2. Care shall be taken to avoid damage to fencing or other improvements (if applicable) during all phases of work. Any repairs required by such damage in sodding operations shall be at the Contractor's expense.
- 3. After placement of an order for sod by Lee County, the awarded Contractor shall be responsible for maintaining the area that is to be sodded, until sod is installed.

B. Placement of Sod

The first row of sod shall be laid in a straight line with subsequent rows placed parallel to and tightly against each other. Lateral joints shall be staggered to promote more uniform growth and strength. Care shall be exercised to insure that the sod is not stretched or overlapped and that all joints are butted tight. Open joints and gaps shall be plugged with sod cut to the size and shape of the opening.

C. Responsibility for Losses

The Contractor shall not be held liable for damage incurred to sod caused by materials not applied by him or under his supervision nor for damage caused by acts of God or vandalism.

D. Warranty of Sod and Installation

The Contractor shall warranty all work covered by this specification to the extent that all installed sod shall be true to variety, uniform in color and quality, reasonably free of visible imperfections, disease free, and in a vigorous and healthy condition at acceptance.

E. Cooperation Between Contractors

Occasionally Lee County will be contracting for other work on or near the sodding site. Each Contractor shall conduct his work with a minimum of hindrance to the work being performed by other Contractors. If necessary, the Contractors in cooperation with Lee County shall establish a schedule of operations based on the limitations of the individual contractors and the coordination of the work of one contract with the others. The schedule shall

become part of each contract involved and the failure of either Contractor to abide by the terms of the joint schedule shall be justification for declaring the Contractor in default of the contract.

METHOD OF MEASUREMENT/BASIS OF PAYMENT

A. SOD-DELIVERED AND INSTALLED (SECTIONS A, B & C)

Sod will be measured in units of square feet of surface area, complete in place. The accepted quantities of sod will be paid for at the quoted unit price per square foot (Less than 2400 square feet, 2400 square feet to less than a truckload, and truckload pricing), which shall be full compensation for the sod, delivery, supplying all materials, labor, tools, equipment, and incidentals necessary to complete the work. Accepted quantities of sodding will be based on actual measurement of area sodded.

PRICE ESCALATION

Offers are submitted with the understanding that no price increases will be authorized for 365 calendar days after the effective date of the contract. If, following this initial 365 calendar day period, the awarded vendor(s) experiences a major price increase from suppliers for items in this quotation, the vendor may submit a written request to adjust pricing. All information necessary to review and analyze the request must be submitted to Lee County Purchasing. Lee County shall have the right to grant the price increase, or requote, at the County's sole discretion. Should prices decrease, the same procedure shall apply.

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 line item,
- 2) Total quantity of each line item purchased.

<u>Sequen</u>		DOT OPERATIO			<u>oervisor's</u>	, <u>, , , , , , , , , , , , , , , , , , </u>
DATE:	SOD	CONTRACTO ORDER				
P.O. #		РНО	NE#_			
)CATIO	ON :					
uantity	Туре	Small Load Travel Fee	Less than 2,400 SF	More than 2,400 SF	Unit Rate	Total dollar amt.
	Installed Argentine Bahia	ı				
	Installed 419 Bermuda					
	Installed Floratam					
						,
			<u> </u>		····	
GRAN	ID TOTAL \$					
<u>L</u>	upervisor Authorization	Contractor Con	mpleted		DC	OT Inspection
		Cian			ion	
Sign_Date		Sign		s	ign	

Document2

INSURANCE REQUIREMENTS

<u>NOTE:</u> Your certificate of insurance must meet the following requirements:

Requirement #1:

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

Requirement #2:

Certificate holder shall be listed as follows:

Lee County Board of County Commissioners C/O Lee County Purchasing P.O. Box 398 Fort Myers, FL 33902-0398

Requirement #3:

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

- 1. <u>Minimum Insurance Requirements</u>: Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendor's interest or liabilities, but are merely minimums.
 - a. Workers' Compensation Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:

\$100,000 per accident \$500,000 disease limit \$100,000 disease limit per employee

 b. <u>Commercial General Liability</u> - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability 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. <u>Business Auto Liability</u> - 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. Special Requirements:

- a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - 1. "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy.
 - Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).
- b. An appropriate "Indemnification" clause shall be made a provision of the contract.
- c. It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.

Hold Harmless and Indemnity Clause

To the fullest extent permitted by applicable law, Contractor shall protect, defend, indemnify, save and hold the County, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the Contractor resulting from the Contractor's work as further described in this contract, which may arise in favor of any person or persons resulting from the Contractor's performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the County, its officials, commissions, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended. Further, Contractor hereby agrees to indemnify the County for all reasonable expenses and attorney's fees incurred by or imposed upon the County in connection therewith for any loss, damage, injury or other casualty. Contractor additionally agrees that the County may employ an attorney of the County's own selection to appear and defend any such action, on behalf of the County, at the expense of the Contractor. The Contractor further agrees to pay all reasonable expenses and attorney's fees incurred by the County in establishing the right to indemnity.

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

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

	Γ 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.)
PAR'	T 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.)
PAR	WITHIN LEE COUNTY OR DOES NOT HAVE A PHYSICAL
PAR'	WITHIN LEE COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN LEE COUNTY (Please complete this section.)

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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				** *****	
		ds or servion five years?	e County o	on a regula	r basis for th
	Yes		No		
		our contrac ach addition			for the past

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

	Please read carefully and return with your bid propeach of the following items as the necessary action					
	1. The Quote has been signed.	•				
	2. The Quote prices offered have been reviewed.					
	3. The price extensions and totals have been check	ced.				
	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	PHYSICAL ADDRESS Lee County Purchasing 1825 Hendry St 3 rd Floor				
	Ft. Myers, FL 33902-0398	Ft. Myers, FL 33901				
	12. The mailing envelope MUST be sealed and ma	arked with:				
•	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 n and check one of the following:	umber here				
	Do not offer this product	Insufficient time to respond.				
	Unable to meet specifications (w					
	Other: Unable to meet bond or insurance	e requirement.				
	Company Name and Address:					

LEE COUNTY, FLORIDA PROPOSAL QUOTE FORM FOR PURCHASE OF SOD COUNTY-WIDE

DATE SUBMITTED: September 19,	2006
VENDOR NAME: Triple J of Lee Cou	nty, Inc.
TO: The Board of County Commissioners Lee County Fort Myers, Florida	·
Having carefully examined the "General Conditio all of which are contained herein, the Undersigned which meet these specifications:	
The undersigned acknowledges receipt of Addenda numbers:	
(Note: Vendors may quote the request in SECTION "A": SOD - DELIVERED AND INS	
ORDER SIZE: LESS THAN 2400 SQUARE FE	ET
ARGENTINE BAHIA COST PER SQ. FT. Anticipated Annual Usage – 25,410 SQ FT	\$ <u>0.23</u>
419 BERMUDA COST PER SQ. FT. Anticipated Annual Usage - 352 SQ FT	\$_0.37
FLORATAM COST PER SQ. FT. Anticipated Annual Usage – 11,890 SQ FT	\$ <u>0.37</u>
TRAVEL/MOBILIZATION FEE FOR ORDERS I (In addition to per square foot charges)	LESS THAN 2,400 SQ FT \$_400.00

SECTION "B": SOD - DELIVERED AND INSTALLED

ORDER SIZE: 2400 SQUARE FEET TO LESS THAN TRUCKLOAD (7,200 SQ F)	ORDER S	SIZE: 2400	SQUARE	FEET TO	LESS THAN	ITRUCKL	OAD ((7,200 S)	O FI
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ARGENTINE BAHIA COST PER SQ. FT.

\$ 0.22

Anticipated-Annual Usage – 254,100 SQ FT

419 BERMUDA COST PER SQ. FT.

\$ 0.36

Anticipated Annual Usage - 3,520 SQ FT

FLORATAM COST PER SQ. FT.

\$0.36

SECTION "C": SOD - DELIVERED AND INSTALLED

ORDER SIZE: TRUCKLOAD (7,200 SQ FT) +

ARGENTINE BAHIA COST PER SQ. FT.

\$<u>0.16</u>_

Anticipated Annual Usage - 653,000 SQ FT

\$ 0.30

419 BERMUDA COST PER SQ. FT. Anticipated Annual Usage - 3,520 SQ FT

FLORATAM COST PER SO. FT.

\$0.30

Anticipated Annual Usage - 65,700 SQ FT

OPTION "A":

WATER COST PER 1,000 GALLONS

\$65,00/1000 gallons

OPTION "B":

ROLLING OF SOD COST PER SQUARE FOOT

\$0.015

WILL YOU CARRIER?	DELIVER W	TITH YOUR OW	VN VEHIC	LES AS OPPOS	SED TO	COMMON
YES <u>x</u>		NO				
		eing considered		cal Vendor Prefe	erence?	
	s. Also comp			r Preference" inc erence Question		
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		ns to the quote ofNo				
	or the quoter b			ace below or on ve or to have the		
MODIFICAT	Contr	actor will excessive	not be rain.	resposible	for 1	regrading

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.

The Transfer of the Country of the Country, The
BY (Printed): Pamela Kollmann
BY (Signature): Tawla Alla
TITLE: President
FEDERAL ID # OR S.S. #59-223-1561
ADDRESS: 2360 Prince Street
P O Box 7258
Fort Myers, FL 33911-7258
PHONE NO.: (239) 337-2177
FAX NO.: (239) 337-7093
CELLULAR PHONE/PAGER NO.: Julio Rivas Manager (239) 872-1080
LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 011314
E-MAIL ADDRESS: jrivas@triplejinc.com
DEVISED: 7/28/00

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

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

PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN LEE COUNTY (Only complete Part A if your principal place of business is located within the boundaries of Lee County) 1. What is the physical location of your principal place of business that is located within the boundaries of Lee County, Florida? 2360 Prince St Fort Myers, FL 33916 What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.) 2. 3 Acres 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.) How many employees are available to service this contract? 1. Describe the types and amount of equipment you have available to service this contract.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

avail	lable to service this co	and amount of material stock that you hav ntract.
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	covided goods or servi consecutive five years?	ces to Lee County on a regular basis for th
	Yes	No
		ctual history with Lee County for the past that pages if necessary.
consecutive	,	

LEE COUNTY, FLORIDA PROPOSAL QUOTE FORM FOR PURCHASE OF SOD COUNTY-WIDE

DATE SUBMITTED: Sept 19, 20	06
VENDOR NAME: Battista FARM	1.5
TO: The Board of County Commissioners Lee County Fort Myers, Florida	
Having carefully examined the "General Condall of which are contained herein, the Undersignation which meet these specifications:	
The undersigned acknowledges receipt of Addenda numbers:	Dana Batusta 1-23
(Note: Vendors may quote the reques	st in its entirety or as you see fit.)
SECTION "A": SOD - DELIVERED AND	INSTALLED
ORDER SIZE: LESS THAN 2400 SQUARE	
ARGENTINE BAHIA COST PER SQ. FT. Anticipated Annual Usage – 25,410 SQ FT	\$ 131 \$ pasq + F+ pus (+) 37 Fuel change. \$ 9113.41
419 BERMUDA COST PER SQ. FT. Anticipated Annual Usage - 352 SQ FT	\$. 474 per sgft plus (+) 3 % Fuel charge
FLORATAM COST PER SQ. FT. Anticipated Annual Usage – 11,890 SQ FT	\$ 145 9 msg F4 plus (+) 3% Frue changes
TRAVEL/MOBILIZATION FEE FOR ORDE (In addition to per square foot charges)	RS LESS THAN 2,400 SQ FT

12

SECTION "B": SOD - DELIVERED AND INSTALLED

ORDER SIZE: 2400 SQUARE FEET TO LESS THAN TRUCKLOAD (7,200 SQ FT)

ARGENTINE BAHIA COST PER SQ. FT. Anticipated Annual Usage – 254,100 SQ FT

\$ 31 for sq Ft plus (+) 3% Facel change \$ \$1134.13

419 BERMUDA COST PER SQ. FT. Anticipated Annual Usage - 3,520 SQ FT \$ 147 for Sq Ft plus (t) 3% Fuel change \$ 1704.03

FLORATAM COST PER SQ. FT.

\$ 45 per SgF4 plus (+) 3% Final charge

SECTION "C": SOD - DELIVERED AND INSTALLED

ORDER SIZE: TRUCKLOAD (7,200 SQ FT) +

ARGENTINE BAHIA COST PER SQ. FT. Anticipated Annual Usage - 653,000 SQ FT

\$_16 to 1) \$ per SgFt pus(4) 3% Fuel clarge \$ 4.0 \$ 11434036

419 BERMUDA COST PER SQ. FT. Anticipated Annual Usage - 3,520 SQ FT \$.35 to 314 per 5g Ft plus (4) 3% Free change (4) \$ 2292.96

FLORATAM COST PER SQ. FT. Anticipated Annual Usage - 65,700 SQ FT \$,38 to 29 an Sg Ft plus (1)3% Funchange (4) \$ 19624,59 Wary depending on Sg Ft. price will bary depending on What part of town the JOB is in. Cape Coral, Lehigh acres, NFT. Myers Will Cost, 014 more par Sg Ft. We do not go to Sanibel Island.

OPTION "A":

WATER COST PER 1,000 GALLONS

\$ we do not provide this service

OPTION "B":

ROLLING OF SOD COST PER SQUARE FOOT

\$ Included in Install price. We can not noll Steep ARRAN, Such as swates.

CARRIER?
YES
Is your firm interested in being considered for the Local Vendor Preference? YesNo
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: on the 7200 Sgft or more quote. The price per Sgft may vary depending on what past of town the job is in Section C
We do not maintain the construction area. IF any dietwork such as wheeling or Raking is necessare there will be a Labor charge of 25 apar Hour par man
PALLETS that ARE picked up At our Location or Just delurand have all opening they will have to be paid for, not on A turn afound 695/5. 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

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FIRM NAME BALLISTA FARMS			
BY (Printed): DANA BATTISTA			
BY (Signature): Dana Raturto			
TITLE: menager			
FEDERAL ID # OR S.S. # 38/43ンバリ			
ADDRESS: 19490 S. Taniami TR			
Ft. Myers, 12a 33908			
PHONE NO.: 239-267-1133			
FAX NO.: 339- 167-8032			
CELLULAR PHONE/PAGER NO.:			
LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 7803114			
E-MAIL ADDRESS: aone			
REVISED: 7/28/00			

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

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

PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN LEE COUNTY (Only complete Part A if your principal place of business is located within the boundaries of Lee County) What is the physical location of your principal place of business that is 1. located within the boundaries of Lee County, Florida? 19490 S. TARMAMI TRAIL Ft. Myers 33908 2. What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.) 12 ACRES 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? Describe the types and amount of equipment you have available to service this contract.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

26

3. Describe the types and amount of material stock that you have available to service this contract.
SOO IS harvested DANLy- no instack - SOO IS perishable
We do however, have our own son Freids, we
Only harvest for ourselves not offer companies. Their Fore, our service is past and constant. Weather is our biggest had up.
Have you provided goods or services to Lee County on a regular basis for the preceding, consecutive five years?
YesNo
If yes, please provide your contractual history with Lee County for the past five, consecutive years. Attach additional pages if necessary.
Les Co picks up sol at our store.
Occasionally, we install, also

LEE COUNTY, FLORIDA PROPOSAL QUOTE FORM FOR PURCHASE OF SOD COUNTY-WIDE

DATE SUBMITTED: 8/2	9/06
VENDOR NAME:	
TO: The Board of County Commissione Lee County Fort Myers, Florida	ers
Having carefully examined the "General Coall of which are contained herein, the Underwhich meet these specifications:	onditions", and the "Detailed Specifications", rsigned proposes to furnish the following
The undersigned acknowledges receipt of Addenda numbers:	next D. Livingsoon
(Note: Vendors may quote the requ	nest in its entirety or as you see fit.)
SECTION "A": SOD - DELIVERED AN	ID INSTALLED
ORDER SIZE: LESS THAN 2400 SQUA	RE FEET
ARGENTINE BAHIA COST PER SQ. FT. Anticipated Annual Usage – 25,410 SQ FT	\$ <u>7623</u> @
419 BERMUDA COST PER SO, FT. Anticipated Annual Usage - 352 SQ FT minim 400 sq ft pailet	\$ 7623 @ \$ 220.20 \$ 5945 =
FLORATAM COST PER SQ. FT. Anticipated Annual Usage – 11,890 SQ FT	\$ 5945
TRAVEL/MOBILIZATION FEE FOR ORD (In addition to per square foot charges)	DERS LESS THAN 2,400 SQ FT





SECTION "B": SOD - DELIVERED AND INSTALLED

ORDER SIZE: 2400 SQUARE FEET TO LESS THAN TRUCKLOAD (7,200 SQ FT)

ARGENTINE BAHIA COST PER SQ. FT. Anticipated Annual Usage - 254,100 SQ FT

419 BERMUDA COST PER SQ. FT. Anticipated Annual Usage - 3,520 SQ FT

FLORATAM COST PER SQ. FT.

SECTION "C": SOD - DELIVERED AND INSTALLED

ORDER SIZE: TRUCKLOAD (7,200 SQ FT) +

ARGENTINE BAHIA COST PER SQ. FT. Anticipated Annual Usage - 653,000 SQ FT \$ 104,480 00 \$ 1,936 00 \$ 23,652 00

419 BERMUDA COST PER SQ. FT.

Anticipated Annual Usago 3,520 SQ FT

FLORATAM COST PER SO. FT. Anticipated Annual Usage - 65,700 SQ FT

OPTION "A":

WATER COST PER 1,000 GALLONS

OPTION "B":

ROLLING OF SOD COST PER SQUARE FOOT



WILL YOU DELIVER WITH YOUR OWN VEHICLES AS OPPOSED TO COMMON CARRIER?

YES_____NO____

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:

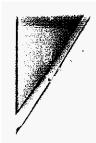
Yes_____No____

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:

1) Section A- Bermuch postet size morning is
400 square fast
2) Section C- Price is bosed upon under 7200g 1+
As listed

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



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FIRM NAME Sod
BY (Printed): Kenneth Livingsrav
BY (Signature):
TITLE: owner / Besident
FEDERAL ID # OR S.S. # 65-08-898-19
ADDRESS: 977 Bondella red
M. FT MERS FC
PHONE NO.: 339 - 595 - 328-6
FAX NO.: 239 - 997-2/02
CELLULAR PHONE/PAGER NO.: 239 - 671-1231
LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 9701342
E-MAIL ADDRESS:
REVISED: 7/28/00

ATTACHMENT A

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

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

PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN LEE COUNTY (Only complete Part A if your principal place of business is located within the boundaries of Lee County) 1. What is the physical location of your principal place of business that is located within the boundaries of Lee County, Florida? What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.) 2. 3 renes 3 OFFICE T SHOP 3600 gft 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.) How many employees are available to service this contract? //2 Describe the types and amount of equipment you have available to service this contract. " 5 Fonklifts 2) 2 Sod ROLLERS

3 3 Flatbel trucks " Damp truck

5) Bobent 6) Irangaria service truck

7) comments truck

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

	Barin	500	400	59 10	- pollers
	Bahin	, 500 -	- 400	\$ 500	sq ++
	orovided goods of consecutive five		Lee County	on a regula	ar basis for th
	Yes	<u>. </u>	No	<u>/</u>	
If yes, pleas	se provide your				for the past f
consecutive	e years. Attach a	idditional pag	cs ii liccos	ary.	
	e years. Attach a	idditional pag	,	ary.	
	e years. Attach a	additional pag	,	aly.	
	e years. Attach a	additional pag	,	auy.	
	e years. Attach a	additional pag	,	ary.	

LEE COUNTY, FLORIDA PROPOSAL QUOTE FORM FOR PURCHASE OF SOD COUNTY-WIDE

DATE SUBMITTED: 9/19/06	
DATE SUBMITTED: <u>9/19/06</u> vendor name: <u>60</u> † /† All Soc	d, Inc.
TO: The Board of County Commissioners Lee County Fort Myers, Florida	
Having carefully examined the "General Con all of which are contained herein, the Undersi which meet these specifications:	
The undersigned acknowledges receipt of Addenda numbers:	
(Note: Vendors may quote the reque	st in its entirety or as you see fit.)
SECTION "A": SOD - DELIVERED AND	INSTALLED
ORDER SIZE: LESS THAN 2400 SQUARI	e feet
ARGENTINE BAHIA COST PER SQ. FT. Anticipated Annual Usage – 25,410 SQ FT	\$. 29
419 BERMUDA COST PER SQ. FT. Anticipated Annual Usage - 352 SQ FT	\$, 28
FLORATAM COST PER SQ. FT. Anticipated Annual Usage – 11,890 SQ FT	\$ · 38
TRAVEL/MOBILIZATION FEE FOR ORDE (In addition to per square foot charges)	ers less than 2,400 so ft \$/&0.00

SECTION "B": SOD - DELIVERED AND INSTALLED

ORDER SIZE: 2400 SQUARE FEET TO LESS THAN TRUCKLOAD (7,200 SQ FT)

ARGENTINE BAHIA COST PER SQ. FT.

s · 29

Anticipated Annual Usage - 254,100 SQ FT

28

419 BERMUDA COST PER SQ. FT.

\$.38

Anticipated Annual Usage - 3,520 SQ FT

\$.38

FLORATAM COST PER SQ. FT.

SECTION "C": SOD - DELIVERED AND INSTALLED

ORDER SIZE: TRUCKLOAD (7,200 SQ FT) +

ARGENTINE BAHIA COST PER SQ. FT.

\$,26

Anticipated Annual Usage - 653,000 SQ FT

s · 36

419 BERMUDA COST PER SQ. FT. Anticipated Annual Usage - 3,520 SQ FT

. .36

Anticipated Aintel Osage - 3,320 5Q 1 1

FLORATAM COST PER SQ. FT. Anticipated Annual Usage - 65,700 SQ FT

OPTION "A":

WATER COST PER 1,000 GALLONS

s N/A

OPTION "B":

ROLLING OF SOD COST PER SQUARE FOOT

s .04

WILL YOU DELIVER WITH YOUR OWN VEHICLES AS OPPOSED TO COMMON CARRIER? YES \ NO Is your firm interested in being considered for the Local Vendor Preference? Yes No V 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:**

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FIRM NAME FOT IT All Sod, Inc.
BY (Printed): Chevone Peterson
BY (Signature): MUTTLE BETENSON
TITLE: President
FEDERAL ID # OR S.S. # 32-0178687
ADDRESS: P.O. BOX 152893
Cape Coral, FL 33915
PHONE NO.: (239) 229.8528
FAX NO.: (866) 858.8664
CELLULAR PHONE/PAGER NO.: (239) 229.8528
LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 06/1/60
E-MAIL ADDRESS: COTITAIISODEGMAIL COM
REVISED: 7/28/00

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

	Please read carefully and return with your bid proper each of the following items as the necessary action is			
	1. The Quote has been signed.	•		
~~	2. The Quote prices offered have been reviewed.			
	3. The price extensions and totals have been checked	ed.		
<u>~</u>	4. The original (must be manually signed) and 2 copies of the quote have been submitted.			
NA	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.			
<u> </u>	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.			
MA	 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 3 rd Floor Ft. Myers, FL 33901		
<u> </u>	12. The mailing envelope <u>MUST</u> be sealed and mar Quote Number Opening Date and/or Receiving Date	ked with:		
_	13. The quote will be mailed or delivered in time to specified opening date and time. (Otherwise quote of			
NIA	14. If submitting a "NO BID" please write quote nur and check one of the following:			
		_Insufficient time to respond.		
	Unable to meet specifications (why Unable to meet bond or insurance r			
	Other:			
	Company Name and Address: (201 14 All SOD, INC. 1.0. BOX 152893, Cap	e Coral, FL 33915		