

LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR

ROCK, AGGREGATE, SCREENINGS, BASE MATERIAL, SAND AND RIP RAP

DATE SUBMITTED: 02-23-14

VENDOR NAME: Vulcan Materials Company

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

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

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

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

**PRICES MUST BE QUOTED IN TONS**

**SECTION 1: PEA ROCK COST PER TON**

PLANT LOADED \$ 1450

PLANT LOCATION 14341 Alico Rd, Fort Myers FL 33913

**SECTION 2: #57 COARSE AGGREGATE COST PER TON**

PLANT LOADED \$ 1450

PLANT LOCATION 14341 Alico Rd, Fort Myers. FL 33913

**SECTION 3: LIMEROCK BASE MATERIAL COST PER TON**

PLANT LOADED \$ 900

PLANT LOCATION 14341 Alico Rd, Fort Myers. FL 33913

**SECTION 4: 3/8" SCREENINGS COST PER TON**

PLANT LOADED \$ 1150

PLANT LOCATION 14341 Alcor Rd, Fort Myers, FL 33913

**SECTION 5: CONCRETE SAND COST PER TON**

PLANT LOADED \$ 1100

PLANT LOCATION 1655 W SR78, Moorehaven, FL 33471

**SECTION 5A: TOP DRESSING SAND COST PER TON**

PLANT LOADED \$ 1100

PLANT LOCATION 1655 W SR78, Moorehaven, FL 33471

**SECTION 6: RIP RAP - 4-6" COST PER TON**

PLANT LOADED \$ N/A

PLANT LOCATION \_\_\_\_\_

**SECTION 7: RIP RAP - 6-12" COST PER TON**

PLANT LOADED \$ N/A

PLANT LOCATION \_\_\_\_\_

**SECTION 8: RIP RAP - 12-24" COST PER TON**

PLANT LOADED \$ N/A

PLANT LOCATION \_\_\_\_\_

**OPTION A: DELIVERY CHARGES (FOR ALL PRODUCT)**

MINIMUM REQUIRED FOR DELIVERY 22 tons

NORTH OF RIVER \$ Stone/Sand 6.60 / 7.40 PER TON

PINE ISLAND \$ 6.60 / 8.50 PER TON

SOUTH OF THE RIVER \$ 5.90 / 7.15 PER TON

BOCA GRANDE \$ 9.00 / 11.30 PER TON

CAPTIVA \$ 7.50 / 10.00 PER TON

SANIBEL \$ 7.00 / 10.25 PER TON

TO BE STARTED WITHIN 1 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

WILL YOU DELIVER WITH YOUR OWN VEHICLE AS OPPOSED TO COMMON CARRIER?  
YES  NO

Does your firm have a location/office/facility in Lee County?  
YES  NO

Address: 14341 Alice Rd, Fort Myers FL 33913

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

Are there any modifications to the bid or specifications:  
YES  NO

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

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

FIRM NAME Vulcan Materials Company  
BY (Printed): Nicole Berry  
BY (Signature): Nicole Berry  
TITLE: Sales Coordinator  
FEDERAL ID # OR S.S.# 20-8579133  
ADDRESS: 14341 Alico Rd  
Fort Myers FL 33913  
PHONE NO.: 239-454-2831  
FAX NO.: 239-454-6146  
CELLULAR PHONE/PAGER NO.: 239-707-4933  
DUNS #: \_\_\_\_\_  
LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER:  
0000709  
E-MAIL ADDRESS: berryn@vmmcmail.com  
DISADVANTAGED BUSINESS ENTERPRISE (DBE): \_\_\_\_\_ Yes \_\_\_\_\_  No

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS  
FOR  
ROCK, AGGREGATE, SCREENINGS, BASE MATERIAL, SAND AND RIP RAP**

**SCOPE**

It is the intent of these specifications to establish minimum standards for Lee County to obtain Rock, Aggregate, Screenings, Base Material, Sand and Rip Rap, primarily for use by the Lee County Department of Transportation, and also any other Lee County Department, on an as needed/annual basis.

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

**TERM OF AWARD**

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

**OPTION A**

Delivery prices shall be quoted per ton so, state your delivery charge per ton. Quotes are to be based on firm prices delivered F.O.B., as directed, to the following locations:

- A. North of the Caloosahatchee River
- B. Pine Island
- C. South of the Caloosahatchee River
- D. Boca Grande
- E. Captiva
- F. Sanibel

Prices shall be given per ton of plant loaded material. Quoters shall indicate the location of their plant on the Proposal Quote Form.

Quoters understand and agree that if a delivery is not made within a reasonable amount of time after placement of an order, Lee County reserves the right to purchase the material elsewhere.

**Quoters shall not make deliveries on Fridays, unless specifically requested to do so.**

PRODUCT SPECIFICATIONS

The following products shall conform to Florida DOT Standard Specifications for Road and Bridge Construction, 2004 Edition, and the below listed specifications. The quoter must examine the specifications for the materials to be supplied, and agree that all materials quoted meet or exceed the specifications. If requested by Lee County, the quoter will provide, at no cost to the County, written certification from a qualified testing laboratory or other acceptable source, to verify compliance with the specifications.

NOTE: References to Florida DOT Standard Specifications – and Sections and Tables thereof – assume vendor and product compliance with the latest applicable version of stated specifications.

Product titles are used for convenience only and are not intended to convey any limitation or generic definition.

Section 1: Pea Rock - shall be in accordance with FDOT Standard Specifications, section 901, and shall conform to size #89 of the gradation requirements of Table 1 of that Section.

Section 2: Coarse Aggregate - shall be in accordance with FDOT Standard Specifications, section 901, and shall conform to size #57 of the gradation requirements of Table 1 of that Section.

Section 3: Limerock Base Material - shall be in accordance with FDOT Standard Specifications, section 911.

Section 4: 3/8" Screenings - shall be in accordance with FDOT Standard Specifications, section 902-5, and shall conform to sieve sizes as listed.

Section 5 & 5A:

Sand - shall be in accordance with FDOT Standard Specifications, section 902-3 and any other applicable standards.

Sections 7, 8 & 9

Rip Rap – shall be in accordance with all applicable FDOT Standard Specifications section 530-2.2; and shall be available in the following size ranges: 4-6”, 6-12”, and 12-24”.

BASIS OF AWARD

The Basis of Award for this quote will be the low quoter(s) meeting specifications by Section. It is the County’s intent to award to a primary and secondary vendor for each section as well as for option A.

Lee County reserves the right, at the Purchasing Director's discretion, not to award certain items on the Proposal Quote Form.

QUANTITY PRICE BREAKS

If your firm can offer quantity price breaks to Lee County on any items listed, specify item(s), quantity breaks, and pricing on company letterhead. However, the prices offered on the Proposal Quote Form will form the basis of award.

MINIMUM ORDER QUANTITIES

On the Proposal Quote Form vendors should specify the minimum order quantity their firm requires for delivery. If Lee County requires less than the minimum order quantity stated by the awarded vendors on the Proposal Quote Form, Lee County reserves the right to purchase the material elsewhere.

Lee County requires that plant loaded material be available in minimum quantities of one ton.

INSURANCE

Insurance shall be provided, per the attached insurance guide, prior to issuance of notice to proceed.

NOTE: It will **not** be necessary for vendors to supply proof of Business Automotive Liability insurance, if they will only be quoting on plant loaded material.

PRICE ESCALATION/DE-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. Upward price adjustments may be permitted only at the end of this period and only where verified to the satisfaction of the Division of Procurement as provided herein. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the County.

The awarded vendor(s) shall not give less than 30 days advance written notice of a price increase to the Division of Procurement. Any approved price change will be effective only at the beginning of the calendar month following the end of the full 30-day notification period. The vendor shall document the amount and proposed effective date of the change in price. The price change must affect all accounts serviced by the vendor. Documentation shall be supplied with vendor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the County; and (2) verify the amount or percentage of increase which is being passed on to the vendor by others not under the control of the vendor. Failure by the vendor to supply the aforementioned verification with the request for price increase will result in delay of the effective date of such increase. The Division of Procurement may make such verification as deemed adequate. However, an increase, which the Division of Procurement determines is excessive, regardless of any documentation supplied by the vendor, may be cause for cancellation of the contract by the Division of Procurement. The Division of Procurement will notify using agencies and vendor in writing of the effective date of any increase, which is approved. However, the Vendor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Vendor is further advised that price decreases that affect the cost of materials, labor, and transportation are required to be passed on to the County immediately. Failure to do so will result in action to recoup such amounts.

MAJOR BREAKDOWNS/NATURAL DISASTERS

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

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

DESIGNATED CONTACT

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

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

SUB-CONTRACTORS

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

TOLLS

Lee County will not pay for or reimburse awarded vendors for any tolls.

LOCAL BIDDER'S PREFERENCE

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

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

"Local Contractor / Vendor" shall mean: a) any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee/Collier County, Florida; or b) any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive three (3) years, and that has the personnel, equipment and materials located within the boundaries of Lee/Collier County sufficient to constitute a present ability to perform the service or provide the goods.

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



## Standard Insurance Requirements

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

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

\$500,000 per occurrence  
\$1,000,000 general aggregate  
\$500,000 products and completed operations  
\$500,000 personal and advertising injury

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

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

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

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

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

**Verification of Coverage:**

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

- a. **The certificate holder shall read as follows:**

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

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

**Special Requirements:**

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

**ATTACHMENT A**  
**LOCAL VENDOR PREFERENCE QUESTIONNAIRE**  
**(LEE COUNTY ORDINANCE NO. 08-26)**

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

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

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

14341 Allico Rd, Fort Myers, FL 33913

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

Total area is over 7,900 acres.  
Current storage of saleable products  
is over 600,000 tons.

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

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

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

Haul trucks

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

Our current inventory is over 240K tons of finished sized stone, products with size from #4 stone to #39 stone along with 400K tons of Screenings products

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

Yes  No

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

Annual Quote - C-100155

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**LEE COUNTY**  
S O U T H W E S T F L O R I D A

Lee County Ordinance No. 08-26  
Local Bidder's Preference

**AFFIDAVIT**  
**PRINCIPAL PLACE OF BUSINESS**

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

Company Name: Nucleon Materials Company

Signature Kim Thompson Date 2/20/15

STATE OF FL  
COUNTY OF Lee

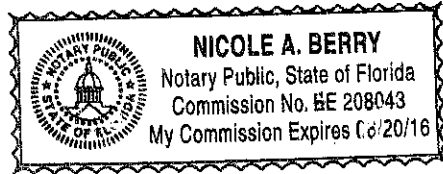
The foregoing instrument was signed and acknowledged before me this 20<sup>th</sup> day of  
February, 2015, by Kim Thompson who has produced

(Print or Type Name)  
Personally Known as identification.

(Type of Identification and Number)  
Nicole A. Berry

Notary Public Signature  
Nicole A. Berry  
Printed Name of Notary Public

06-20-2016  
Notary Commission Number/Expiration



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

AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS

SOLICITATION NO.: B-150133 PROJECT NAME: Rock, Aggregate, Screenings, Base Materials, Sand and Rip Rap

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

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

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

Company Name: Vulcan Materials Company

Signature: [Signature] Title: Sales Mgr Date: 2/20/15

STATE OF FL  
COUNTY OF Lee

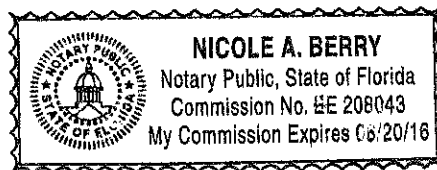
The foregoing instrument was signed and acknowledged before me this 20th day of February 2015, by Kim Thompson who has produced  
(Print or Type Name)

Personally Known as identification.  
(Type of Identification and Number)

[Signature]  
Notary Public Signature

Nicole A. Berry  
Printed Name of Notary Public

06-20-2016  
Notary Commission Number/Expiration



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

Vulcan Materials

B-150133

'15 FEB 23 AM 11:33

Handwritten signature or initials, possibly 'JA' or similar, written in black ink.