

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

Blue Sheet No. 20020466

1. REQUESTED MOTION:

ACTION REQUESTED: Approve award of Formal Quote # Q-020270, TO FURNISH & DELIVER IRRIGATION, SPRINKLER PARTS & RELATED ITEMS (COUNTY WIDE ANNUAL) for various Lee County Board of County Commissioners Departments/Divisions to multiple vendors: Melrose Irrigation Supply, Florida Irrigation Supply, and John Deere Landscapes for the discount off Manufacturer's List Price as circled on the attached Lee County Tabulation Sheet. Funding will come from the individual department or division's budget whom will be responsible for monitoring their individual expenditures.

Also, request authority to renew this contract for two additional one-year periods, upon mutual agreement under the same terms and conditions if in the best interest of Lee County.

WHY ACTION IS NECESSARY: To provide services to Lee County for the purchase and delivery of irrigation sprinkler parts & related items on an as needed basis.

WHAT ACTION ACCOMPLISHES: To establish a contract and provide services to Lee County for the purchase and delivery of irrigation sprinkler parts & related items on an as needed basis.

2. DEPARTMENTAL CATEGORY: 06
COMMISSION DISTRICT #

C6C

3. MEETING DATE:

05-21-2002

4. AGENDA:

CONSENT
ADMINISTRATIVE
APPEALS

PUBLIC
WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

STATUTE
 ORDINANCE
 ADMIN. CODE AC-4-1
 OTHER

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER _____
B. DEPARTMENT _____
C. DIVISION PURCHASING

BY: JANET K. SHEEHAN, DIRECTOR
Janet Sheehan

7. BACKGROUND: The Division of Purchasing on March 19, 2002, received sealed quotations for the purchase and delivery, on an annual basis of sprinkler parts and related items. On that date, four (4) responses were received of which one was a "NO BID".

The quotations received have been thoroughly reviewed and the recommendation is being made to award the quotation to multiple quoters meeting specifications, FOB delivered as follows: **Melrose Irrigation Supply** will be the primary vendor for Ametek, Carson, Colonial Plastics, Irritrol Whole Goods, Lasco, Nibco, Rainbird Whole Goods, Rainbird Parts, Toro Whole Goods, and Toro Parts. **Melrose Irrigation Supply** will be the secondary vendor for Harco, Irritrol Parts, and Spears. **Florida Irrigation Supply** will be the primary vendor for Harco, Hunter Whole Goods, Irritrol Parts, and Uniweld. **Florida Irrigation Supply** will be the secondary vendor for Colonial Plastics and Hunter Parts. **John Deere Landscapes** will be the primary vendor for Hunter Large Turf, Hunter Parts, and Spears. **John Deere Landscapes** will be the secondary vendor for Hunter Whole Goods, Ametek, Carson Irritrol Whole Goods, Lasco, Nibco, Rainbird Whole Goods, Rainbird Parts, Toro Whole Goods, and Toro Parts. Toro Large Turf will not be awarded at this time.

(Continued on Page 2)

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>Janet Sheehan</i>	<i>Janet Sheehan</i> <i>Cherone Klemm</i> <i>4/24/02</i>	N/A		<i>[Signature]</i> <i>5/3/02</i>	OA <i>[Signature]</i> <i>5/3/02</i>	OM <i>[Signature]</i> <i>5/7/02</i>	Risk <i>[Signature]</i> <i>5/7</i>	CC <i>[Signature]</i> <i>5/3/02</i>	<i>[Signature]</i> <i>5-7-02</i>

10. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED

OTHER

RECEIVED BY COUNTY ADMIN. <i>PMC</i>
<i>5/2 445 PM</i>
COUNTY ADMIN. FORWARDED TO:
<i>5/2 11:30</i>

REC'D 5/3/02 by CO. ATTY.
1:30
CO. ATTY. FORWARDED TO: ADMIN
5/3/02 2:10 p

No price increases will be authorized for 180 calendar days after award. Upward price adjustments may be permitted after this period and each 30-day period thereafter upon verification as provided within the specifications. Across-the-board decreases are subject to implementation at any time and shall immediately conveyed to Lee County.

Funding will come from the individual department or division's budget whom will be responsible for monitoring their individual expenditures. Based on last year's fiscal expenditures, anticipated expenditures are estimated countywide at \$56,000.00 annually.

This quotation shall be in effect for one (1) year, or until new quotes are taken and awarded. Also request authority to renew this quote for two (2) additional one-year periods at the same terms and conditions if in the best interest of Lee County.

ATTACHMENTS:

- (1) Tabulation Sheet
- (2) Addendum #1
- (3) Specifications
- (4) Awarded Vendor's response – Melrose
- (5) Awarded Vendor's response – Florida Irrigation
- (6) Awarded Vendor's response – John Deere Landscapes
- (7) Recommendation Summary Award Letter

FORMAL QUOTATION #Q-020270

LEE COUNTY, FLORIDA TABULATION SHEET

OPENING DATE: 3/19/02

FOR

BUYER: CHERI ALEXANDER

FURNISH & DELIVER IRRIGATION, SPRINKLER PARTS & RELATED I

VENDORS	JOHN DEERE LANDSCAPES	FL IRRIGATION SUPPLY INC	MELROSE IRRIGATION SUPPLY
Acknowledged Addendums	YES	YES	YES
COMMODITY CODE 51582			
1. MFG - AMETEK (valve boxes)			
%DISCOUNT OFF MFG PRICE LIST	45 2	37	50.46 1
2. MFG - CARSON (valve boxes)			
%DISCOUNT OFF MFG PRICE LIST	50 2	NO BID	50 1
3. MFG - COLONIAL PLASTICS (PVC Fittings)			
%DISCOUNT OFF MFG PRICE LIST	SEE BID RESPONSE	65 2	72.12 1
4. MFG - HARCO (ductile fittings)			
%DISCOUNT OFF MFG PRICE LIST	16	40 1	32.8 2
5. MFG - HUNTER LARGE TURF (Golf)			
%DISCOUNT OFF MFG PRICE LIST	45 1	NO BID	NO BID
6. MFG - HUNTER WHOLE GOODS			
%DISCOUNT OFF MFG PRICE LIST	57 2	57 1	NO BID
7. MFG - HUNTER PARTS			
%DISCOUNT OFF MFG PRICE LIST	53.4 1	50 2	NO BID
8. MFG - IRRITROL WHOLE GOODS			
%DISCOUNT OFF MFG PRICE LIST	51 2	50	51 1
9. MFG - IRRITROL PARTS			
%DISCOUNT OFF MFG PRICE LIST	44	50 1	50 2
10. MFG - LASCO (PVC fittings)			
%DISCOUNT OFF MFG PRICE LIST	2 SEE BID RESPONSE	NO BID	72 1
11. MFG - NIBCO			
%DISCOUNT OFF MFG PRICE LIST	50 2	35	52 1

VENDORS	JOHN DEERE LANDSCAPES	FL IRRIGATION SUPPLY INC	MELROSE IRRIGATION SUPPLY
12. MFG - RAINBIRD WHOLE GOODS			
%DISCOUNT OFF MFG PRICE LIST	51 2	50	52 1
13. MFG - RAINBIRD PARTS			
%DISCOUNT OFF MFG PRICE LIST	33 2	25	50 1
14. MFG - SPEARS (PVC fittings)			
%DISCOUNT OFF MFG PRICE LIST	SEE BID RESPONSE 1	NO BID	52 2
15. MFG - TORO LARGE TURF (Golf)			
%DISCOUNT OFF MFG PRICE LIST	NO BID	NO BID	NO BID
16. MFG - TORO WHOLE GOODS			
%DISCOUNT OFF MFG PRICE LIST	SALES CODE A 47% SALES CODE B 40% 2	40	51 1
17. MFG - TORO PARTS			
%DISCOUNT OFF MFG PRICE LIST	30 2	25	40 1
18. MFG - UNIWELD			
%DISCOUNT OFF MFG PRICE LIST	72	45 1	NO BID
MISC ITEMS			
STOCK: TORO, HUNTER, IRRITROL, & RAINBIRD	YES	YES	NO TORO, IRRITROL, RAINBIRD
IF NO, WHAT BRANDS DO YOU CARRY			
MOST COMMON PARTS IN STOCK	YES	YES	YES
SUBMITTALS	YES	YES	YES
DELIVERY IN CALENDAR DAYS	3 TO 5 DAYS	BLANK	1 TO 2 DAYS
LOCAL VENDOR PREFERENCE	YES	YES	YES
MODIFICATIONS	YES	NO	NO
QUOTE SIGNED	YES	YES	YES
CATALOGS	YES	YES	YES
NO BIDS			
AMERSON LANDSCAPE INC			
POSTING TIME/DATE			
FROM: /			
UNTIL: /			
BY:			

BOARD OF COUNTY COMMISSIONERS

941.689.7385

Writer's Direct Dial Number: _____

Bob Janes
District One

Douglas R. St. Cerny
District Two March 7, 2002

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

FORMAL QUOTE NO.: Q-020270
LEE COUNTY ADDENDUM NUMBER ONE
IRRIGATION, SPRINKLER PARTS & RELATED ITEMS (NO SERVICES)

Donald D. Stillwell
County Manager

QUOTERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE PROPOSAL QUOTE FORM, PAGE 10.

James G. Yaeger
County Attorney

THE FOLLOWING IS A SAMPLE OF THE FORM THAT WILL BE UTILIZED BY LEE COUNTY IN THE EVALUATION OF THIS QUOTATION, PROVIDED FOR VENDOR'S INFORMATION ONLY.

Diana M. Parker
County Hearing Examiner

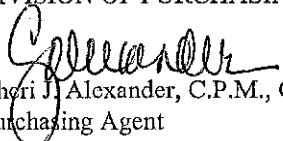
EVALUATION FOR QUALIFICATIONS
SPRINKLER PARTS & RELATED ITEMS

Weight suppliers data according to amount used per manufacturer.

<u>ITEM</u>	<u>%</u>	<u>SUPPLIER A</u>	<u>SUPPLIER B</u>	<u>SUPPLIER C</u>
		Discount	Discount	Discount
1.) Irritrol/WG	2%			
2.) Irritrol/Parts	1%			
3.) Rainbird/WG	60%			
4.) Rainbird/Parts	5%			
5.) Toro/WG	6%			
6.) Toro/Parts	4%			
7.) Hunter/WG	20%			
8.) Hunter/Parts	2%			
	100%			

If you have any questions concerning this addendum, please contact me at the number listed above.

DIVISION OF PURCHASING


Cheri J. Alexander, C.P.M., CPPB
Purchasing Agent

/cja

ATTACHMENT 3



LEE COUNTY
SOUTHWEST FLORIDA

PROJECT NO.: Q-020270

OPEN DATE: March 19, 2002

AND TIME: 2:30 P.M.

PRE-BID DATE: March 7, 2002

AND TIME: 10:00 A.M.

LOCATION: Purchasing, 3rd Floor
3434 Hancock Bridge Pkwy.
N. Ft. Myers, FL

REQUEST FOR QUOTATIONS

TITLE:

ANNUAL QUOTE TO FURNISH & DELIVER IRRIGATION,
SPRINKLER PARTS & RELATED ITEMS
(NO SERVICES)

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING
3434 HANCOCK BRIDGE PKWY, 3RD FLOOR
P.O. BOX 398
FORT MYERS, FL 33902-0398

BUYER: CHERI ALEXANDER, C.P.M., CPPB
PURCHASING AGENT
PHONE NO.: (941) 689-7385

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 (941) 689-7385.

1. SUBMISSION OF QUOTE:

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

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

2. **ACCEPTANCE**

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

3. **SUBSTITUTIONS**

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

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

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

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

5. **RECYCLED PRODUCTS**

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

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

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

7. **PRE-BID CONFERENCE**

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

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

8. **BIDDERS LIST MAINTENANCE**

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

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

9. **LEE COUNTY PAYMENT PROCEDURES**

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

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

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

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

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

10. **LEE COUNTY BID PROTEST PROCEDURE**

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

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

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

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

The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal

Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/quote/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

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

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

The Formal Written Protest shall contain the following:

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

Upon receipt of a timely filed "Notice of Intent to File a Protest", the 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."

11. **PUBLIC ENTITY CRIME**

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

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

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

13. **MATERIAL SAFETY DATA SHEETS**

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

14. **MISCELLANEOUS**

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

15. **WAIVER OF CLAIMS**

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

16. **AUTHORITY TO PIGGYBACK**

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

17. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

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

c) **Disadvantaged Business Enterprises**

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

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

d) **Anti-Discrimination**

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

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

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

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

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

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

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

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

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

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

18. **AUDITABLE RECORDS**

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

19. **DRUG FREE WORKPLACE**

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

20. **REQUIRED SUBMITTALS**

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

21. **TERMINATION**

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

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

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

22. **CONFIDENTIALITY**

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

23. **ANTI-LOBBYING CLAUSE**

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

24. **INSURANCE (AS APPLICABLE)**

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

LEE COUNTY, FLORIDA
 PROPOSAL QUOTE FORM
 FOR THE ANNUAL QUOTE
 TO FURNISH & DELIVER IRRIGATION, SPRINKLER PARTS
 & RELATED ITEMS (NO SERVICES)

DATE SUBMITTED: _____

VENDOR NAME: _____

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

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

The undersigned acknowledges receipt of Addenda numbers: _____

LEE COUNTY COMMODITY CODE: 51582

<u>MANUFACTURERS</u>	<u>CURRENT CATALOG NUMBER AND DATE</u>	<u>CURRENT PRICE LIST NUMBER/COLOR</u>	<u>% DISCOUNT OFF MANUFACTURER'S PRICE LIST</u>
1. Ametek (valve boxes)	_____	_____	_____
2. Carson (valve boxes)	_____	_____	_____
3. Colonial Plastics (PVC fittings)	_____	_____	_____
4. Harco (ductile fittings)	_____	_____	_____
5. Hunter Large Turf (Golf)	_____	_____	_____
6. Hunter Whole Goods	_____	_____	_____
7. Hunter Parts	_____	_____	_____
8. Irritrol Whole Goods	_____	_____	_____
9. Irritrol Parts	_____	_____	_____
10. Lasco (PVC fittings)	_____	_____	_____
11. Nibco	_____	_____	_____
12. RainBird Whole Goods	_____	_____	_____
13. RainBird Parts	_____	_____	_____
14. Spears (PVC fittings)	_____	_____	_____
15. Toro Large Turf (Golf)	_____	_____	_____

<u>MANUFACTURERS</u>	<u>CURRENT CATALOG NUMBER AND DATE</u>	<u>CURRENT PRICE LIST NUMBER/COLOR</u>	<u>% DISCOUNT OFF MANUFACTURER'S PRICE LIST</u>
16. Toro Whole Goods	_____	_____	_____
17. Toro Parts	_____	_____	_____
18. Uniweld	_____	_____	_____

Will your firm offer miscellaneous store items, such as wire, flags, saw blades, cutter blades, etc. at a percentage off as annotated in your store catalog? YES _____ NO _____

If you answered Yes, submit your firm's catalog with the annotated discounts in triplicate with your bid response.

Do you carry Toro, Hunter, Irritrol and RainBird sprinkler parts in stock? YES _____ NO _____

If you answered No what brand(s) do you carry? _____

Do you carry the most common sprinkler parts and related items in stock? YES _____ NO _____

NOTE: SUBMITTALS REQUIRED; SEE PAGE 13

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

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

Yes _____ No _____

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

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

Are there any modifications to the quote or specifications:

Yes _____ No _____

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

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

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S.# _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: _____

REVISED: 7/28/00

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR THE ANNUAL QUOTE
TO FURNISH & DELIVER IRRIGATION, SPRINKLER PARTS
& RELATED ITEMS (NO SERVICES)**

SCOPE

The intent of this request for quotations is to establish an annual contract with vendors for the purchase of sprinkler parts and related items on an as needed basis per % discount off Manufacturer's Price List for the Lee County Board of County Commissioners.

The County uses a variety of sprinkler parts and related items; i.e., nozzles, shrub adapters, PVC pipe and bodies. This quote will not include pumps.

The successful vendor(s) shall stock sprinkler parts and related items for both potable and reuse water. Toro, Hunter, Irritrol, and RainBird are the manufacturers of existing sprinklers and parts. These sprinkler parts must be available on short notice. Such items must be in-stock items. This quote may be awarded to a primary and secondary vendor depending on availability of in-stock items.

ESTIMATED EXPENDITURES

Last year, Lee County spent approximately \$40,000.00 on an annual basis. This amount is given for quoter's information only; no minimum amount is guaranteed or implied.

TERM OF QUOTE

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

BASIS OF AWARD

The basis of award for this quote will be to the lowest two (2) responsive, responsible quoters meeting specifications on a manufacturer by manufacturer basis for items numbered 1-18 as listed on the Proposal Quote Form, pages 10 and 11. While the award may be made to multiple vendors by manufacturer to assure availability, the lowest quoter by mfg. will be given the first opportunity to perform under this formal quotation.

Lee County reserves the right, at the Purchasing Director's discretion, not to award certain items listed.

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

REQUIRED SUBMITTALS

The following information should be submitted in triplicate with the quote:

1. Manufacturer List Price Sheets and catalogs for product lines.

Quotes shall be submitted on the basis of a discount from a manufacturer's Published Price List(s). Such Published Price List(s) must be common to, and accepted by, the industry in general. The lists must be printed, properly identified, and dated as to issuance and effectiveness.

Vendors may be asked to provide additional information. If requested, vendors should furnish the information within 10 calendar days of a request.

REGULAR DEALER

Proposals will be considered only from firms that qualify as a "regular dealer".

A "regular dealer" means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question.

DELIVERY

All items will be picked up on an as-needed basis by individual departments, or delivered F.O.B. Destination as directed at no additional cost to Lee County. County employees picking up items must provide the vendor with a Purchase Order Number. No sale shall be transacted without a purchase order number being given to the vendor.

There shall be no minimum dollar amount required per purchase.

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.

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.

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

PRICE ESCALATION/DE-ESCALATION

All prices offered herein shall be firm against any increase for 180 days from effective date of this proposed agreement. Upward price adjustments may be permitted only at the end of this period and each 30-day period thereafter and only where verified to the satisfaction of the Division of Purchasing Services 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 Purchasing Services. 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 Purchasing Services may make such verification as deemed adequate. However, an increase, which the Division of Purchasing Services determines is excessive, regardless of any documentation supplied by the vendor, may be cause for cancellation of the contract by the Division of Purchasing Services. The Division of Purchasing Services 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 which 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.

PRODUCT CATALOGS/PRICE GUIDES

The prospective quoter(s) shall quote on the complete product line per manufacturer's list based on discounts off the latest catalog, published price lists. Annotate this information on the Proposal QuoteForm, page 9 and 10. If there is more than one category, line or level of products backed up by different catalogs and price lists, these shall be listed by catalog number and date or by price list number, color, and date.

As a requirement of the quote the awarded vendor shall, at no cost to Lee County, provide the necessary product catalogs to identify purchased goods. Price guides must also be provided to verify the cost of such goods and for prepayment audit.

Awarded vendor is responsible for providing the required price guide(s) for Finance, preferably computer readable media, but will accept printed copy. Computer media should be floppy disks with a file format, such as ASCII, that is generally readable by any 486 type personal computer.

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. The discounts offered on the Proposal Quote Form will form the basis of award.

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, to Terry Russe, Facilities Management, 338-3362, 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.

GUIDE "A"

INSURANCE REQUIREMENTS FOR PRODUCTS

This Standard Insurance Language is to be utilized for Contracts, or Agreements meeting these circumstances. Certain conditions and/or exposures may not relieve or limit the liability of the vendor. These requirements may not be sufficient or adequate to protect the vendor's interests or liabilities, but are merely minimums.

Circumstances

Project is for vendors providing a tangible product, and not labor, such as, but not limited to, hardware, supplies, and other merchandise.

Worker's 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. Employees liability will have minimum limits of:

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

Commercial General Liability

Coverage shall apply to premised and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:

- \$100,000 bodily injury per person (BI)
- \$300,000 bodily injury per occurrence (BI)
- \$100,000 property damage (PD) or
- \$300,000 combined single limit (CSL) of BI and PD

Business Automobile Liability

If the vendor indicates on the price page that vehicles other than their own (common carrier) will be used for delivery, then the following Automobile Liability will not be required.

Coverage shall apply to owned vehicles and/or hired and non-owned vehicles and employee non-ownership use with minimum limits of:

- \$100,000 bodily injury per person (BI)
- \$300,000 bodily injury per occurrence (BI)
- \$100,000 property damage (PD) or
- \$300,000 combined single limit (CSL) of BI and PD

Certificate of Insurance

The Lee County Board of County Commissioners is to be shown as the certificate holder and shall be added as an additional insured on the comprehensive general liability policy. Each policy shall provide a 30-day notification clause in the event of cancellation, non-renewal or adverse change.

An original hand signed certificate shall be on file with and approved by the Lee County Risk Management Division prior to the commencement of any work activities.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be on file with Risk Management at least 15 days prior to the expiration date.

Revised 11/15/93

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?

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

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

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

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

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

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

Yes _____ No _____

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

LEE COUNTY PURCHASING SERVICES - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your bid proposal.
Please check off each of the following items as the necessary action is completed:

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

11. The mailing envelope has been addressed to:

Lee County Purchasing Services	or	Lee County Purchasing
P.O. Box 398		3434 Hancock Bridge Pkwy 3 rd FL
Ft. Myers, FL 33902-0398		N. Ft. Myers, FL 33903

12. The mailing envelope **MUST** be sealed and marked with:
 Quote Number
 Opening Date and/or Receiving Date

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

14. If submitting a "NO BID" please write quote number here _____
 and check one of the following:
 Do not offer this product Insufficient time to respond.
 Unable to meet specifications (why)
 Unable to meet bond or insurance requirement.
 Other: _____

Company Name and Address:

ATTACHMENT 2

LEE COUNTY, FLORIDA
 PROPOSAL QUOTE FORM
 FOR THE ANNUAL QUOTE
 TO FURNISH & DELIVER IRRIGATION, SPRINKLER PARTS
 & RELATED ITEMS (NO SERVICES)

DATE SUBMITTED: 03-19-02

VENDOR NAME: MELROSE Supply & SALES

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

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

The undersigned acknowledges receipt of Addenda numbers: 1

LEE COUNTY COMMODITY CODE: 51582

<u>MANUFACTURERS</u>	<u>CURRENT CATALOG NUMBER AND DATE</u>	<u>CURRENT PRICE LIST NUMBER/COLOR</u>	<u>% DISCOUNT OFF MANUFACTURER'S PRICE LIST</u>
1. Ametek (valve boxes)	<u>2002</u>	<u>BLACK/white</u>	<u>50.46%</u>
2. Carson (valve boxes)	<u>April 16 2001</u>	<u>White/BLACK</u>	<u>50%</u>
3. Colonial Plastics (PVC fittings)	<u>MAY 28 2001 / MAY 28 2001</u>	<u>White 540 / BLUE 580</u>	<u>72.12%</u>
4. Harco (ductile fittings)	<u>MARCH 1 1996</u>	<u>White/Blue</u>	<u>32.8%</u>
5. Hunter Large Turf (Golf)	<u></u>	<u></u>	<u>NB</u>
6. Hunter Whole Goods	<u></u>	<u></u>	<u>NB</u>
7. Hunter Parts	<u></u>	<u></u>	<u>NB</u>
8. Irritrol Whole Goods	<u>11/1/01</u>	<u>RED/BLACK</u>	<u>51%</u>
9. Irritrol Parts	<u>JUNE 2000</u>	<u>Black/white</u>	<u>50%</u>
10. Lasco (PVC fittings)	<u></u>	<u></u>	<u>72%</u>
11. Nibco	<u></u>	<u></u>	<u>52%</u>
12. RainBird Whole Goods	<u>1-02-02 / T2002</u>	<u>White</u>	<u>52%</u>
13. RainBird Parts	<u>1-02-02 /</u>	<u>White</u>	<u>50%</u>
14. Spears (PVC fittings)	<u>5-26-01</u>	<u>Blue</u>	<u>52%</u>
15. Toro Large Turf (Golf)	<u></u>	<u></u>	<u>NB</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

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FIRM NAME MEL ROSE Supply & SALES

BY (Printed): MARK KIUSACEK

BY (Signature): Mark Kiusacek

TITLE: MANAGER

FEDERAL ID # OR S.S.# 59-075-9631

ADDRESS: 7011 ALICO RD

FT MYERS, FL 33912

PHONE NO.: (941) 454-9782

FAX NO.: (941) 454-9788

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 004792

E-MAIL ADDRESS: MARKK@MELROSEI.COM

REVISED: 7/28/00

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR THE ANNUAL QUOTE
TO FURNISH & DELIVER IRRIGATION, SPRINKLER PARTS
& RELATED ITEMS (NO SERVICES)**

SCOPE

The intent of this request for quotations is to establish an annual contract with vendors for the purchase of sprinkler parts and related items on an as needed basis per % discount off Manufacturer's Price List for the Lee County Board of County Commissioners.

The County uses a variety of sprinkler parts and related items; i.e., nozzles, shrub adapters, PVC pipe and bodies. This quote will not include pumps.

The successful vendor(s) shall stock sprinkler parts and related items for both potable and reuse water. Toro, Hunter, Irritrol, and RainBird are the manufacturers of existing sprinklers and parts. These sprinkler parts must be available on short notice. Such items must be in-stock items. This quote may be awarded to a primary and secondary vendor depending on availability of in-stock items.

ESTIMATED EXPENDITURES

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BASIS OF AWARD

The basis of award for this quote will be to the lowest two (2) responsive, responsible quoters meeting specifications on a manufacturer by manufacturer basis for items numbered 1-18 as listed on the Proposal Quote Form, pages 10 and 11. While the award may be made to multiple vendors by manufacturer to assure availability, the lowest quoter by mfg. will be given the first opportunity to perform under this formal quotation.

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A "regular dealer" means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question.

DELIVERY

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There shall be no minimum dollar amount required per purchase.

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.

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.

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"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.

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

PRICE ESCALATION/DE-ESCALATION

All prices offered herein shall be firm against any increase for 180 days from effective date of this proposed agreement. Upward price adjustments may be permitted only at the end of this period and each 30-day period thereafter and only where verified to the satisfaction of the Division of Purchasing Services 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 Purchasing Services. 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 Purchasing Services may make such verification as deemed adequate. However, an increase, which the Division of Purchasing Services determines is excessive, regardless of any documentation supplied by the vendor, may be cause for cancellation of the contract by the Division of Purchasing Services. The Division of Purchasing Services 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 which 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.

PRODUCT CATALOGS/PRICE GUIDES

The prospective quoter(s) shall quote on the complete product line per manufacturer's list based on discounts off the latest catalog, published price lists. Annotate this information on the Proposal QuoteForm, page 9 and 10. If there is more than one category, line or level of products backed up by different catalogs and price lists, these shall be listed by catalog number and date or by price list number, color, and date.

As a requirement of the quote the awarded vendor shall, at no cost to Lee County, provide the necessary product catalogs to identify purchased goods. Price guides must also be provided to verify the cost of such goods and for prepayment audit.

Awarded vendor is responsible for providing the required price guide(s) for Finance, preferably computer readable media, but will accept printed copy. Computer media should be floppy disks with a file format, such as ASCII, that is generally readable by any 486 type personal computer.

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. The discounts offered on the Proposal Quote Form will form the basis of award.

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, to Terry Russe, Facilities Management, 338-3362, 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.

GUIDE "A"

INSURANCE REQUIREMENTS FOR PRODUCTS

This Standard Insurance Language is to be utilized for Contracts, or Agreements meeting these circumstances. Certain conditions and/or exposures may not relieve or limit the liability of the vendor. These requirements may not be sufficient or adequate to protect the vendor's interests or liabilities, but are merely minimums.

Circumstances

Project is for vendors providing a tangible product, and not labor, such as, but not limited to, hardware, supplies, and other merchandise.

Worker's 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. Employees liability will have minimum limits of:

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

Commercial General Liability

Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:

\$100,000 bodily injury per person (BI)
 \$300,000 bodily injury per occurrence (BI)
 \$100,000 property damage (PD) or
 \$300,000 combined single limit (CSL) of BI and PD

Business Automobile Liability

If the vendor indicates on the price page that vehicles other than their own (common carrier) will be used for delivery, then the following Automobile Liability will not be required.

Coverage shall apply to owned vehicles and/or hired and non-owned vehicles and employee non-ownership use with minimum limits of:

\$100,000 bodily injury per person (BI)
 \$300,000 bodily injury per occurrence (BI)
 \$100,000 property damage (PD) or
 \$300,000 combined single limit (CSL) of BI and PD

Certificate of Insurance

The Lee County Board of County Commissioners is to be shown as the certificate holder and shall be added as an additional insured on the comprehensive general liability policy. Each policy shall provide a 30-day notification clause in the event of cancellation, non-renewal or adverse change.

An original hand signed certificate shall be on file with and approved by the Lee County Risk Management Division prior to the commencement of any work activities.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be on file with Risk Management at least 15 days prior to the expiration date.

Revised 11/15/93

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?

7011 Alico RD FT MYERS 33912

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

WAREHOUSE - 5000 Sq FT
STORAGE YARD - 1 ACRE

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

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

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

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

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

Yes _____ No _____

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

LEE COUNTY PURCHASING SERVICES - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your bid proposal.
Please check off each of the following items as the necessary action is completed:

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

11. The mailing envelope has been addressed to:

Lee County Purchasing Services	Lee County Purchasing
P.O. Box 398	or 3434 Hancock Bridge Pkwy 3 rd FL
Ft. Myers, FL 33902-0398	N. Ft. Myers, FL 33903

12. The mailing envelope **MUST** be sealed and marked with:
 Quote Number
 Opening Date and/or Receiving Date

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

14. If submitting a "NO BID" please write quote number here _____
 and check one of the following:
 Do not offer this product Insufficient time to respond.
 Unable to meet specifications (why)
 Unable to meet bond or insurance requirement.
 Other: _____

Company Name and Address:



LEE COUNTY
SOUTHWEST FLORIDA
BOARD OF COUNTY COMMISSIONERS

Bob Jones
District One

Douglas R. St. Comy
District Two March 7, 2002

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Alblon
District Five

Donald D. Stillwell
County Manager

James G. Yeager
County Attorney

Diana M. Parks
County Hearing Examiner

Post-It® Fax Note	7671	Date	3-7-02	# of pages	1
To	Bill Roberson	From	Cheri		
Co./Dept	Melrose	Co.	Lee Cty Purchasing		
Phone #	Supply	Phone #	941-689-7385		
Fax #	434-9788	Fax #	941-689-7390		

FORMAL QUOTE NO.: Q-020270
LEE COUNTY ADDENDUM NUMBER ONE
IRRIGATION, SPRINKLER PARTS & RELATED ITEMS (NO SERVICES)

QUOTERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE PROPOSAL QUOTE FORM, PAGE 10.

THE FOLLOWING IS A SAMPLE OF THE FORM THAT WILL BE UTILIZED BY LEE COUNTY IN THE EVALUATION OF THIS QUOTATION, PROVIDED FOR VENDOR'S INFORMATION ONLY.

EVALUATION FOR QUALIFICATIONS
SPRINKLER PARTS & RELATED ITEMS

Weight suppliers data according to amount used per manufacturer.

ITEM	%	SUPPLIER A	SUPPLIER B	SUPPLIER C
		Discount	Discount	Discount
1.) Inritrol/WG	2%			
2.) Inritrol/Parts	1%			
3.) Rainbird/WG	60%			
4.) Rainbird/Parts	5%			
5.) Toro/WG	6%			
6.) Toro/Parts	4%			
7.) Hunter/WG	20%			
8.) Hunter/Parts	2%			
100%				

If you have any questions concerning this addendum, please contact me at the number listed above.

DIVISION OF PURCHASING

Cheri J. Alexander
Cheri J. Alexander, C.P.M., CPPB
Purchasing Agent

/cja

ATTACHMENT

LEE COUNTY, FLORIDA
 PROPOSAL QUOTE FORM
 FOR THE ANNUAL QUOTE
 TO FURNISH & DELIVER IRRIGATION, SPRINKLER PARTS
 & RELATED ITEMS (NO SERVICES)

DATE SUBMITTED: 03-19-02

VENDOR NAME: fla. Irrigation Supply, Inc.

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

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

The undersigned acknowledges receipt of Addenda numbers: 1

LEE COUNTY COMMODITY CODE: 51582

<u>MANUFACTURERS</u>	<u>CURRENT CATALOG NUMBER AND DATE</u>	<u>CURRENT PRICE LIST NUMBER/COLOR</u>	<u>% DISCOUNT OFF MANUFACTURER'S PRICE LIST</u>
1. Ametek (valve boxes)	<u>FIS / 2002</u>	<u>Page 74</u>	<u>37</u>
2. Carson (valve boxes)	<u>—</u>	<u>—</u>	<u>—</u>
3. Colonial Plastics (PVC fittings)	<u>Colonial</u>	<u>Pressure fittings</u>	<u>65</u>
4. Harco (ductile fittings)	<u>HARCO</u>	<u>Gasketed fittings</u>	<u>40</u>
5. Hunter Large Turf (Golf)	<u>—</u>	<u>—</u>	<u>—</u>
6. Hunter Whole Goods	<u>700018 / 10-01-01</u>	<u>catalog / Blue</u>	<u>57</u>
7. Hunter Parts	<u>700269 / 01-02-01</u>	<u>catalog / Blue</u>	<u>50</u>
8. Irritrol Whole Goods	<u>Irritrol 2002</u>	<u>catalog</u>	<u>50</u>
9. Irritrol Parts	<u>Parts Price List</u>	<u>09/00</u>	<u>50</u>
10. Lasco (PVC fittings)	<u>—</u>	<u>—</u>	<u>—</u>
11. Nibco	<u>—</u>	<u>—</u>	<u>35</u>
12. RainBird Whole Goods	<u>T-2002 / 01-02-02</u>	<u>catalog / Green</u>	<u>50</u>
13. RainBird Parts	<u>MASTER PARTS</u>	<u>02/02/02</u>	<u>25</u>
14. Spears (PVC fittings)	<u>—</u>	<u>—</u>	<u>—</u>
15. Toro Large Turf (Golf)	<u>—</u>	<u>—</u>	<u>—</u>

<u>MANUFACTURERS</u>	<u>CURRENT CATALOG NUMBER AND DATE</u>	<u>CURRENT PRICE LIST NUMBER/COLOR</u>	<u>% DISCOUNT OFF MANUFACTURER'S PRICE LIST</u>
16. Toro Whole Goods	<u>Toro 2002</u>	<u>2002 Price List</u>	<u>40</u>
17. Toro Parts	<u>356-0161</u>	<u>PARTS Price List</u>	<u>25</u>
18. Uniweld	<u>FIS (2002)</u>	<u>Page 119</u>	<u>45</u>

Will your firm offer miscellaneous store items, such as wire, flags, saw blades, cutter blades, etc. at a percentage off as annotated in your store catalog? YES NO

If you answered Yes, submit your firm's catalog with the annotated discounts in triplicate with your bid response.

Do you carry Toro, Hunter, Irritrol and RainBird sprinkler parts in stock? YES NO

If you answered No what brand(s) do you carry? _____

Do you carry the most common sprinkler parts and related items in stock? YES NO

NOTE: SUBMITTALS REQUIRED; SEE PAGE 13

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

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

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

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

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

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

MODIFICATIONS:

Toro Parts catalog 356-0161 has (2) sets included

RAINBIRD MASTER PARTS catalog has (2) sets included

... third cot 1.00 To available by 03/25/1

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 Florida Irrigation Supply Inc.

BY (Printed): DAVID C. BROWN YARD

BY (Signature): David C. Brown

TITLE: Sales Representative

FEDERAL ID # OR S.S.# 46-00-16442-76

ADDRESS: 6300 ARC Way

ft. Myers, FL 33912

PHONE NO.: 941-936-6556

FAX NO.: 941-936-0085

CELLULAR PHONE/PAGER NO.: 941-633-9913

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 783110

E-MAIL ADDRESS: www.irrigator.com

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?

6300 ARC WAY
FT. MYERS, FL 33912

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

4,400 SQ / FT.

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

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

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

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

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

Yes _____ No _____

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

LEE COUNTY PURCHASING SERVICES - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your bid proposal.
Please check off each of the following items as the necessary action is completed:

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

Lee County Purchasing Services	Lee County Purchasing
P.O. Box 398	3434 Hancock Bridge Pkwy 3 rd FL
Ft. Myers, FL 33902-0398	N. Ft. Myers, FL 33903
- 12. The mailing envelope **MUST** be sealed and marked with:
Quote Number
Opening Date and/or Receiving Date
- 13. The quote will be mailed or delivered in time to be received no later than the specified opening date and time.
(Otherwise quote cannot be considered or accepted.)

14. If submitting a "NO BID" please write quote number here _____
and check one of the following:
 Do not offer this product Insufficient time to respond.
 Unable to meet specifications (why)
 Unable to meet bond or insurance requirement.
Other: _____

Company Name and Address:

LEE COUNTY, FLORIDA
 PROPOSAL QUOTE FORM
 FOR THE ANNUAL QUOTE
 TO FURNISH & DELIVER IRRIGATION, SPRINKLER PARTS
 & RELATED ITEMS (NO SERVICES)

ATTACHMENT

DATE SUBMITTED: March 18 2002
 VENDOR NAME: John Deere Landscapes

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

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

The undersigned acknowledges receipt of Addenda numbers: ONE

LEE COUNTY COMMODITY CODE: 51582

<u>MANUFACTURERS</u>	<u>CURRENT CATALOG NUMBER AND DATE</u>	<u>CURRENT PRICE LIST NUMBER/COLOR</u>	<u>% DISCOUNT OFF MANUFACTURER'S PRICE LIST</u>
1. Ametek (valve boxes)	<u>320001 8/00</u>	<u>320001.2 yellow 2002</u>	<u>45%</u>
2. Carson (valve boxes)	<u>4-01</u>	<u>GREEN ENC PRICE 1. REV 4/16/01</u>	<u>50%</u>
3. Colonial Plastics (PVC fittings)	<u>See attached</u>	<u>_____</u>	<u>_____</u>
4. Harco (ductile fittings)	<u>HARCO</u>	<u>D396B 3/1/1996</u>	<u>16%</u>
5. Hunter Large Turf (Golf)	<u>700240</u>	<u>FEB 2002</u>	<u>45%</u>
6. Hunter Whole Goods	<u>700270</u>	<u>FEB 1 2002 BLUE</u>	<u>57%</u>
7. Hunter Parts	<u>700269</u>	<u>JAN 1 2000 BLUE</u>	<u>53.4%</u>
8. Irritrol Whole Goods	<u>TL1272 2002</u>	<u>TL1129 11/01</u>	<u>51%</u>
9. Irritrol Parts	<u>N/A</u>	<u>TL1155 9/00 WHITE</u>	<u>44%</u>
10. Lasco (PVC fittings)	<u>SEE ATTACHED</u>	<u>SEE ATTACHED</u>	<u>SEE ATTACHED</u>
11. Nibco	<u>BLUE BINDER</u>	<u>TR0202 WHITE SF0501 +BLACK</u>	<u>50%</u>
12. RainBird Whole Goods	<u>D37200B</u>	<u>T2002 1/2/02 WHITE</u>	<u>51%</u>
13. RainBird Parts	<u>D32306B</u>	<u>D386076 1/2/02 WHITE</u>	<u>33%</u>
14. Spears (PVC fittings)	<u>SEE ATTACHED</u>	<u>SEE ATTACHED</u>	<u>SEE ATTACHED</u>
15. Toro Large Turf (Golf)	<u>NO BID</u>	<u>NO BID</u>	<u>NO BID</u>

<u>MANUFACTURERS</u>	<u>CURRENT CATALOG NUMBER AND DATE</u>	<u>CURRENT PRICE LIST NUMBER/COLOR</u>	<u>% DISCOUNT OFF MANUFACTURER'S PRICE LIST</u>
16. Toro Whole Goods	490-1809 2002	490-2843 2002	Sales code A - 4' Sales code B - -1
17. Toro Parts	368-0044 2002	368-0044 2002	30%
18. Uniweld IPS	IPSC 06/01 UPD	IPS CA 0102 BLUE	72%

Will your firm offer miscellaneous store items, such as wire, flags, saw blades, cutter blades, etc. at a percentage off as annotated in your store catalog? YES NO

If you answered Yes, submit your firm's catalog with the annotated discounts in triplicate with your bid response.

Do you carry Toro, Hunter, Irritrol and RainBird sprinkler parts in stock? YES NO

If you answered No what brand(s) do you carry? _____

Do you carry the most common sprinkler parts and related items in stock? YES NO

NOTE: SUBMITTALS REQUIRED; SEE PAGE 13

TO BE DELIVERED WITHIN 3-5 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

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

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

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

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

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

MODIFICATIONS:

will substitute IPS weld on products in place of Uniweld.

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: JOHN DEERE LANDSCAPES

BY (Printed): Marijayne Roberts

BY (Signature): Marijayne Roberts

TITLE: BRANCH MANAGER

FEDERAL ID # OR S.S.# 36-4485550

ADDRESS: 1030 SE 12th COURT

CAPE CORAL FL 33990

PHONE NO.: ~~941~~ 573 8300
(239)

FAX NO.: (239) 573 8302

CELLULAR PHONE/PAGER NO.: (239) 850-0845

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 990437

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?

WE HAVE TWO LOCATIONS IN LEE COUNTY, SOON TO HAVE
6281 ARC WAY, FT MYERS, 33912

2. What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.)
1030 SE 12th CT, CAPE CORAL, 33909
N. DIESEL DRIVE, BONITA SPRINGS, OPENING SUMMER 200

FT MYERS - SALES AREA 1250 sq.ft, WHSE 3750 sq.ft, storage sq
CAPE CORAL - SALES AREA 820 sq.ft, WHSE 2460 sq.ft;
+ storage yard 3300 sq. feet
Bonita Springs 3750 sq.ft whse + sales, 12000 storage

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

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

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

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

4. Have you provided goods or services to Lee County on a regular basis for the preceding, consecutive five years?
Yes _____ No _____

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

3. Colonial PVC Fittings

Will substitute either Lasco or Spears for any Colonial PVC fittings request. Pricing will be at the Lasco or Spears price structure as specific in this quote.

10. Lasco PVC Fittings

Schedule 40 PVC blue and white price list, dated May 28, 2001

74% discount off list

Schedule 80 PVC green and white price list, dated May 28, 2001

78% discount off list

Insert Fittings PVC & Nylon, yellow and white price list, dated May 28, 2001

50% discount off list

Nipples PVC Schedule 80 & Polyethylene, pink and white price list, dated May 28, 2001

70% discount off list for schedule 80

40% discount off list for polyethylene

Turf Irrigation Products, green and white price list, dated May 28, 2001

50% discount off list price

Swing Joint Products, green and white price list, dated May 28, 2001

50% discount off list price

14. Spears PVC Fittings

Schedule 40 White PVC fittings, dark blue price list, dated May 26, 2001

75 % discount off list price unless item is shaded

40 % discount off list price for items shaded

Schedule 80 PVC fittings, light blue price list, dated May 26, 2001

80% discount off list price unless item is shaded

40% discount off list price for items shaded

PVC & PP Insert Fittings, green and white price list, dated May 26, 2001

70% discount off list price

Swing Joint Riser Assemblies, navy blue and white price list, dated May 26, 2001

55 % discount off list price

ATTACHMENT 7

From: Terry Russe
To: Beck, Richard
Date: 4/5/02 1:11PM
Subject: Re: FORMAL QUOTATION NO.: Q-020270 SPRINKLER PARTS

we can try this method, i will notify marty petro and rick decker to use the vendor with the highest discount rate. if this is a problem we can do it the other way the next time around, but it should work out, anyways i do not have a breakdown for what we spent per manufacture, this would be complicated to find out, but we do have an overall cost of not to exceed \$67,000.00

Terry A. Russe
Operations Manager - MARS
Russeta@leegov.com
338-3362

>>> Richard Beck 04/05/02 01:06PM >>>

Terry, I have reviewed the list and hope this is what you were shooting for. If it is, please supply the estimated dollar amounts for each category to Cheri. I would like to discuss her suggestion for the future, do we want to pursue this or is this method OK? Rich

>>> Cheri Alexander 04/05/02 11:45AM >>>
please see attached....

thank you,
Cheri

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CC: Alexander, Cheri; Petro, Martin