

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

Blue Sheet No. 20021219

1. REQUESTED MOTION:

ACTION REQUESTED: Approve award of Quote # C-020747, Annual Supply of Asphaltic Concrete, for a one year period, for the Department of Transportation, to both APAC-Florida Inc. and Ajax Paving Industries Inc., the low quoters based on the prices listed on the Lee County Tabulation Sheet. A multiple award is requested because the Department of Transportation will pick up material at the plant closest to the job site in order to minimize overall operating costs of County trucks. Also request authority to renew this quotation for four additional one-year periods, upon mutual agreement of both parties. For general information, two other members of the Southwest Florida Purchasing Consortium will utilize this quote: the City of Cape Coral, and the Lee County Port Authority. Funding will come from the individual department's budget and they will be responsible for monitoring their individual expenditures.

WHY ACTION IS NECESSARY: To establish a quote for the supply of Asphaltic Concrete for Lee County DOT.

WHAT ACTION ACCOMPLISHES: Establishes a competitive, fair market price for Asphaltic Concrete.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #

C9B

3. MEETING DATE:

11-19-2002

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:
(Specify)

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

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Transportation
- C. DIVISION Operations

BY: Scott Gilbertson

7. BACKGROUND:

On October 15, 2002, the Division of Purchasing received sealed quotations. On that date, five responses were received of which one was a "No Bid". The quotations were thoroughly reviewed and a recommendation is being made to award the quotation to both APAC-Florida Inc. and Ajax Paving Industries Inc., as the low quoters based on the prices listed on the Lee County Tabulation Sheet.

(Background continued on page two)

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>10/29/02</i> <i>[Signature]</i>				<i>Andrea</i> <i>[Signature]</i>	OA <i>[Signature]</i>	OM <i>[Signature]</i>	Risk <i>[Signature]</i>	GC <i>[Signature]</i>	<i>[Signature]</i> <i>10/30/02</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *11/3/02*
Time: *2:30 pm*
Forwarded To:
Budget
11/10/02 9:30

RECEIVED BY
COUNTY ADMIN. *RK*
11-1-02
10:10
COUNTY ADMIN.
FORWARDED TO:
11/7 1130

(Background continued from page one)

A multiple award has been requested in order to give Lee County DOT some flexibility in the ordering of needed products. Lee County DOT before placing an order will consider the quoted price for the product, the availability of the product, and the proximity of the vendor's plant to the job site as well as the DOT depot location, all of which would take into account the operating cost of County trucks.

For general information, Lee County DOT anticipates spending approximately \$60,000.00 in a one year period.

Funding will come from the individual department's budget and they will be responsible for monitoring their individual expenditures.

Account String: PC 5410117500,505310

ATTACHMENTS: (1) Tabulation Sheet
(2) Specifications
(3) APAC-Florida Inc.'s Quote
(4) Ajax Paving Industries Inc.'s Quote
(5) Department Recommendation

ATTACHMENT #1

FORMAL QUOTATION #C-020747	LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: OCTOBER 15, 2002	FOR			
BUYER: PATTI ARMBRUSTER	ASPHALTIC CONCRETE			
VENDORS	BETTER ROADS INC.	APAC-FLORIDA INC	AJAX PAVING INDUSTRIES	GULF PAVING CO INC
COMMODITY CODE 74502				
ADDENDUM ACKNOWLEDGED	YES	YES	YES	YES
PLANT LOCATION:	13490 SR 31, Punta Gorda, 33982	12030 Alico Road, Ft Myers	Plant 4 Alico Road	3460 Metro Parkway
OPEN	ALL YEAR	MON - FRI		ALL YEAR
CLOSE	SAT, SUN	SAT, SUN, HOLIDAYS		
HOURS	7:30 a - 5:00 p	7:00 a - 5:00 p	6:00 a - 5:00 p	8 HOURS
1) TYPE II ASPHALTIC CONCRETE				
VIRGIN PRICE PER TON	\$35.00	\$31.00	\$32.16	\$35.00
RECYCLED PRICE PER TON	\$30.00	\$31.00	\$28.20	NO BID
2) TYPE III ASPHALTIC CONCRETE				
VIRGIN PRICE PER TON	\$35.00	\$31.00	\$32.16	\$36.00
RECYCLED PRICE PER TON	\$30.00	\$31.00	\$28.20	NO BID
3) TYPE S-I ASPHALTIC CONCRETE				
VIRGIN PRICE PER TON	\$35.00	\$31.00	\$32.04	\$36.50
RECYCLED PRICE PER TON	\$30.00	\$31.00	\$28.10	NO BID
4) TYPE S-II ASPHALTIC CONCRETE				
VIRGIN PRICE PER TON	\$35.00	\$31.00	\$32.50	NO BID
RECYCLED PRICE PER TON	\$30.00	\$31.00	\$28.60	NO BID
5) TYPE S-III ASPHALTIC CONCRETE				
VIRGIN PRICE PER TON	\$35.00	\$31.00	\$32.16	\$36.50
RECYCLED PRICE PER TON	\$30.00	\$31.00	\$28.20	NO BID
TOTALS				
ALTERNATE PLANT LOCATION:	9220 Collier Blvd, Naples 34114	14299 Alico Road, Ft Myers	Plant 2 Cook Brown Rd and US 31	NONE
OPEN	ALL YEAR	MON - FRI		
CLOSE	SAT, SUN	SAT, SUN, HOLIDAYS		
HOURS	7:30 a - 5:00 p	7:00 a - 5:00 p	6:00 a - 5:00 p	

6) TYPE II ASHALTIC CONCRETE				
VIRGIN PRICE PER TON	\$35.00	\$31.00	\$32.50	
RECYCLED PRICE PER TON	\$30.00	\$31.00	\$28.60	
7) TYPE III ASPHALTIC CONCRETE				
VIRGIN PRICE PER TON	\$35.00	\$31.00	\$32.50	
RECYCLED PRICE PER TON	\$30.00	\$31.00	\$28.60	
8) TYPE S-I ASPHALTIC CONCRETE				
VIRGIN PRICE PER TON	\$35.00	\$31.00	\$31.85	
RECYCLED PRICE PER TON	\$30.00	\$31.00	\$27.90	
9) TYPE S-II ASPHALTIC CONCRETE				
VIRGIN PRICE PER TON	\$35.00	\$31.00	\$32.25	
RECYCLED PRICE PER TON	\$30.00	\$31.00	\$28.35	
10) TYPE S-III ASPHALTIC CONCRETE				
VIRGIN PRICE PER TON	\$35.00	\$31.00	\$32.25	
RECYCLED PRICE PER TON	\$30.00	\$31.00	\$28.35	
11) ASPHALT EMULSION GRADE RS-1	2.00 PER GALLON	2.60 PER GALLON	2.20 PER GALLON	NO BID
12) ASPHALT EMULSION GRADE SPECIAL I	N/A	1.60 GALLON	2.35 PER GALLON	NO BID
DELIVERED IN ___ CALENDAR DAYS	10 DAYS	NO DELIVERY	NO DELIVERY	1 CALENDAR DAY
DELIVER WITH OWN VEHICLE	No	NO	NO	YES
% DISC WHEN EXCEED 250 TONS DAILY	5%	0%	0%	1.50%
LOCAL VENDOR PREFERENCE	YES	YES	NO	YES
MODIFICATIONS	NO	YES	NO	NO
SIGNED	YES	YES	YES	YES
COPIES SUPPLIED	YES	YES	YES	YES
NO BID: Bain Seal Coast Inc.				



LEE COUNTY
SOUTHWEST FLORIDA

PROJECT NO.: C-020747

OPEN DATE: OCTOBER 15, 2002

AND TIME: 2:30 P.M.

PRE-BID DATE: SEPTEMBER 18, 2002

AND TIME: 10:00 A.M.

LOCATION: LEE COUNTY PURCHASING
3434 HANCOCK BRIDGE PARKWAY
FORT MYERS, FL 33903

REQUEST FOR QUOTATIONS

TITLE:

PURCHASE OF ASPHALTIC CONCRETE COOPERATIVE PROCUREMENT

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING SERVICES
3434 HANCOCK BRIDGE PARKWAY 33903
P.O. BOX 398
FORT MYERS, FL 33902

BUYER: PATTI ARMBRUSTER
BUYER
PHONE NO.: (239) 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 (239) 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 \$25,000.00 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 PURCHASE
 OF ASPHALTIC CONCRETE
 COOPERATIVE PROCUREMENT

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 Number: 74502

SPECIFY PLANT LOCATION: _____

DATES/TIMES OF PLANT OPERATION OPEN: _____, 2002

CLOSE: _____, 2002

DAILY HOURS: _____

	VIRGIN PLANT MIX	RECYCLED PLANT MIX
1) TYPE II ASPHALTIC CONCRETE	\$_____ per ton	\$_____ per ton
2) TYPE III ASPHALTIC CONCRETE	\$_____ per ton	\$_____ per ton
3) TYPE S-I ASPHALTIC CONCRETE	\$_____ per ton	\$_____ per ton
4) TYPE S-II ASPHALTIC CONCRETE	\$_____ per ton	\$_____ per ton
5) TYPE S-III ASPHALTIC CONCRETE	\$_____ per ton	\$_____ per ton
TOTAL	\$_____	\$_____

PRICING FOR ALTERNATE PLANT LOCATION, IF APPLICABLE

SPECIFY ALTERNATE PLANT LOCATION: _____

DATES/TIMES OF PLANT OPERATION OPEN: _____, 2002

CLOSE: _____, 2002

DAILY HOURS: _____

	VIRGIN PLANT MIX	RECYCLED PLANT MIX
6) TYPE II ASPHALTIC CONCRETE	\$ _____ per ton	\$ _____ per ton
7) TYPE III ASHPALTIC CONCRETE	\$ _____ per ton	\$ _____ per ton
8) TYPE S-I ASPHALTIC CONCRETE	\$ _____ per ton	\$ _____ per ton
9) TYPE S-II ASPHALTIC CONCRETE	\$ _____ per ton	\$ _____ per ton
10) TYPE S-III ASPHALTIC CONCRETE	\$ _____ per ton	\$ _____ per ton
TOTAL	\$ _____	\$ _____

MISCELLANEOUS PRODUCTS:

11) ASPHALT EMULSION GRADE RS-1: \$ _____/gallon

12) ASPHALT EMULSION GRADE Special-MS: \$ _____/gallon

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

Will you deliver with your own vehicles as opposed to common carrier? Yes _____ No _____

Percentage discount on asphalt when daily quantities purchased exceed 250 tons: _____%

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
ASPHALTIC CONCRETE COUNTYWIDE
COOPERATIVE PROCUREMENT**

SCOPE

The intent of these specifications is to establish a means for Lee County Departments and/or Divisions to purchase asphaltic concrete and emulsifiers, as listed on the proposal quote form, on an annual basis.

COOPERATIVE PURCHASING AGREEMENT

Under a cooperative purchasing agreement between the Lee County Board of County Commissioners, Lee County Port Authority, and the City of Cape Coral, this material shall be offered to each of these entities for the prices as indicated on the Proposal Quote Form. Lee County Board of County Commissioners will be the "Lead Agency" for this quote. Each entity shall be solely responsible for the issuance of its own purchase orders and for verification, reconciliation and payment for the materials received.

Any reference in this quotation to "Lee County" or "County" regarding Designated Contact, Delivery Requirements, Testing, and Major Breakdowns/Natural Disasters shall also apply to the Lee County Port Authority and the City of Cape Coral when they are utilizing this quotation.

LEE COUNTY - ESTIMATED ANNUAL REQUIREMENTS

Lee County estimates it will spend approximately \$109,000 annually. This amount is given for quoter's information only. No minimum amount is guaranteed or implied.

CAPE CORAL - ESTIMATED EXPENDITURES

The City of Cape Coral estimates it will spend approximately \$50,000 annually. This amount is given for quoter's information only. No minimum amount is guaranteed or implied.

LEE COUNTY PORT AUTHORITY - ESTIMATED EXPENDITURES

Port Authority estimates it will spend approximately \$15,000 annually. 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 four additional one-year periods, upon mutual agreement of both parties, under the same terms and conditions.

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, in the event of major breakdowns or natural disasters.

DESIGNATED CONTACT

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

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 either via fax (239) 689.7390 or mail to Lee County Purchasing, P.O. Box 398, FM, FL 33902-0398. In addition, DOT requests copy of same to be mailed to Lee County DOT Operations, 5560 Zip Drive, FM, FL 33905. This report shall include the previous six months history, showing at a minimum, the following information:

- 1) Total dollars expended per item, by governmental entity
- 2) Total quantity of each item purchased, by governmental entity

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 .

PRODUCT REQUIREMENTS

Lee County trucks will be used exclusively for hauling the asphalt from the plant location specified. Loading shall be provided by the awarded vendor(s).

The asphalt products to be provided under this quote must conform in quality and composition to Sections 331, 332, 333, 335 and 337 of Florida D.O.T. Standard Specifications for Road & Bridge Construction, 1999 Edition or as may have been amended. The references to size, delivery and certification are excluded.

SPECIAL NOTE: While F.D.O.T. specification 331-2.2.3 allows up to 60% reclaimed asphalt to be incorporated into the mixture, only a maximum of 30% is allowed in the Lee County specification. All other portions of Section 331 shall apply.

Emulsion products to be provided under this quote shall conform as specified in F.D.O.T. specification 916.

If requested by the Board of County Commissioners and/or the Department of Transportation, at no cost to Lee County, the quoter shall provide written certification to verify compliance with the specifications. This certification shall be from a qualified testing laboratory, or other source acceptable to the County.

Contract asphalt is not included in this quote; lot sizes will be random and no minimums will apply.

Prices shall be quoted bulk, per ton, F.O.B. Plant.

BASIS OF AWARD

Vendors may quote upon any or all products listed herein, for which they can meet the specifications.

The basis of award will be low quoter(s) meeting specifications per type of product, available at plant locations, in proximity to the following areas:

- A. Boca Grande
- B. Central Lee County
- C. North Lee County
- D. South Lee County

Lee County anticipates awarding each type of product to multiple vendors/vendor locations; therefore, it would be in the best interest of quoters, where possible, to quote multiple plant sites.

At the time of placement of an order, Lee County will consider the quoted prices and the proximity of the plants to Lee County D.O.T. Depots and job sites (reflecting the operating cost of County trucks). The vendor with the lowest price when these items are taken into consideration will have first right of refusal to provide the product required.

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

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

PRODUCT AVAILABILITY

Lee County recognizes that not all products may be available from the awarded vendor(s) everyday. To place an order Lee County will contact the vendor with the lowest price (while taking into consideration product cost and the proximity of plant to the Depot and job site) for the product desired. That vendor shall have first right of refusal to provide the required product. If the vendor does not have the product available that day, Lee County will contact the next low quoter, and so on.

GUIDE "D"

INSURANCE REQUIREMENTS FOR PRODUCTS

Your certificate of insurance must meet the following requirements

Requirement #1: _____ The Lee County Board of County Commissioners shall be added as an additional insured on the comprehensive general liability policy.

Requirement #2: _____ Certificate holder shall be listed as follows:

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

Requirement #3: _____ **Each policy shall provide a 30 day notification clause in the event of cancellation, non-renewal or adverse change.**

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

Does not apply.

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

Does not apply.

Certificate of Insurance

An original hand signed certificate shall be on file with and approved by the Lee County Risk Management Office 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 10/18/00

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?

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 Lee County Purchasing
P.O. Box 398 or 3434 Hancock Bridge Pkwy 3rd 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:

September 18, 2002

**FORMAL QUOTE NO.: C-020747
LEE COUNTY ADDENDUM NUMBER ONE
ASPHALTIC CONCRETE**

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

Please **ADD** the following paragraph to the Detailed Specifications, page 15 of the quote package:

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 each 30-day period thereafter and only where verified to the satisfaction of the Division of Purchasing 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. 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 may make such verification as deemed adequate. However, an increase, which the Division of Purchasing determines is excessive, regardless of any documentation supplied by the vendor, may be cause for cancellation of the contract by the Division of Purchasing. The Division of Purchasing 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.

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

DIVISION OF PURCHASING

Patti Armbruster
Buyer

/pa

C DOT
Utilites
Minutes Department

ATTACHMENT #3

Formal Quotation No.: C-020747

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR THE PURCHASE
OF ASPHALTIC CONCRETE
COOPERATIVE PROCUREMENT

DATE SUBMITTED: 10/15/02

VENDOR NAME: AFAC-FLORIDA, 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 DATED 9/18/02

Lee County Commodity Code Number: 74502

SPECIFY PLANT LOCATION: 12030 ALICO RD. FT. MYERS, FL

DATES/TIMES OF PLANT OPERATION
OPEN: Monday thru Friday, 2002
CLOSE: Saturday, Sunday & Holidays 2002
DAILY HOURS: 7:00 AM - 5:00 PM

	VIRGIN PLANT MIX	RECYCLED PLANT MIX
1) TYPE II ASPHALTIC CONCRETE	\$ <u>31⁰²</u> per ton	\$ <u>31⁰²</u> per ton
2) TYPE III ASPHALTIC CONCRETE	\$ <u>31⁰²</u> per ton	\$ <u>31⁰²</u> per ton
3) TYPE S-I ASPHALTIC CONCRETE	\$ <u>31⁰²</u> per ton	\$ <u>31⁰²</u> per ton
4) TYPE S-II ASPHALTIC CONCRETE	\$ <u>31⁰²</u> per ton	\$ <u>31⁰²</u> per ton
5) TYPE S-III ASPHALTIC CONCRETE	\$ <u>31⁰²</u> per ton	\$ <u>31⁰²</u> per ton
TOTAL	\$ <u>155⁰²</u>	\$ <u>155⁰²</u>

PRICING FOR ALTERNATE PLANT LOCATION, IF APPLICABLE

SPECIFY ALTERNATE PLANT LOCATION: 14297 ALICO RD. FT. MYERS, FL

DATES/TIMES OF PLANT OPERATION
OPEN: Monday thru Friday, 2002
CLOSE: Saturday, Sunday & 2002 Holidays

DAILY HOURS: 7:00am - 5:00pm

	VIRGIN PLANT MIX	RECYCLED PLANT MIX
6) TYPE II ASPHALTIC CONCRETE	\$ <u>31⁰²</u> per ton	\$ <u>31⁰²</u> per ton
7) TYPE III ASPHALTIC CONCRETE	\$ <u>31⁰²</u> per ton	\$ <u>31⁰²</u> per ton
8) TYPE S-I ASPHALTIC CONCRETE	\$ <u>31⁰²</u> per ton	\$ <u>31⁰²</u> per ton
9) TYPE S-II ASPHALTIC CONCRETE	\$ <u>31⁰²</u> per ton	\$ <u>31⁰²</u> per ton
10) TYPE S-III ASPHALTIC CONCRETE	\$ <u>31⁰²</u> per ton	\$ <u>31⁰²</u> per ton
TOTAL	\$ <u>155⁰²</u>	\$ <u>155⁰²</u>

MISCELLANEOUS PRODUCTS:

- 11) ASPHALT EMULSION GRADE RS-1: \$ 260 /gallon
- 12) ASPHALT EMULSION GRADE Special-MS: \$ 160 /gallon

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

* Will you deliver with your own vehicles as opposed to common carrier? Yes _____ No X

Percentage discount on asphalt when daily quantities purchased exceed 250 tons: 0 %

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

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

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

Are there any modifications to the quote or specifications: Yes X 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:

* Prices Quoted are per ton F.O.B. Plant. A 24hr notice prior to pickup of materials would be appreciated.

** NO Deliveries quoted

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 AFAC - FLORIDA, INC.

BY (Printed): Wes Tanner

BY (Signature): Wes Tanner

TITLE: Vice President

FEDERAL ID # OR SS.# 58-1401476

ADDRESS: 1451 Myrtle Street
Sarasota, FL 34234

PHONE NO.: (941) 357-7178

FAX NO.: (941) 357-4078

CELLULAR PHONE/PAGER NO.: N/A

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 015463

E-MAIL ADDRESS: N/A

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?

14299 ALICE ROAD
FT MYERS FL 33913

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

OFFICE & SHOP +/- 10 ACRES
12030 ALICE PLANT SITE +/- 5 ACRES
14299 ALICE PLANT SITE +/- 5 ACRES

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

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

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.
- N/A 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.
- N/A 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.)
- N/A 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:-
APAC-FLORIDA INC.
151 Myrtle Street
Sarasota, FL 34234

ATTACHMENT #4

Formal Quotation No.: C-020747

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR THE PURCHASE
OF ASPHALTIC CONCRETE
COOPERATIVE PROCUREMENT

DATE SUBMITTED: October 15, 2002

VENDOR NAME: Ajax Paving Industries, 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: One

Lee County Commodity Code Number: 74502

SPECIFY PLANT LOCATION: Plant 4 ALECO RD.

DATES/TIMES OF PLANT OPERATION OPEN: _____, 2002

CLOSE: _____, 2002

DAILY HOURS: 6:00 AM TO 5:00 PM

	VIRGIN PLANT MIX	RECYCLED PLANT MIX
1) TYPE II ASPHALTIC CONCRETE	\$ <u>32.16</u> per ton	\$ <u>28.20</u> per ton
2) TYPE III ASPHALTIC CONCRETE	\$ <u>32.16</u> per ton	\$ <u>28.20</u> per ton
3) TYPE S-I ASPHALTIC CONCRETE	\$ <u>32.04</u> per ton	\$ <u>28.10</u> per ton
4) TYPE S-II ASPHALTIC CONCRETE	\$ <u>32.50</u> per ton	\$ <u>28.60</u> per ton
5) TYPE S-III ASPHALTIC CONCRETE	\$ <u>32.16</u> per ton	\$ <u>28.20</u> per ton
TOTAL	\$ _____	\$ _____

PRICING FOR ALTERNATE PLANT LOCATION, IF APPLICABLE

SPECIFY ALTERNATE PLANT LOCATION: Plant 2 Cook Brown Rd. + SR 31

DATES/TIMES OF PLANT OPERATION OPEN: 6:00 AM, 2002

CLOSE: 5:00 PM, 2002

DAILY HOURS: 6:00 AM TO 5:00 PM

	VIRGIN PLANT MIX	RECYCLED PLANT MIX
6) TYPE II ASPHALTIC CONCRETE	\$ <u>32.50</u> per ton	\$ <u>28.60</u> per ton
7) TYPE III ASPHALTIC CONCRETE	\$ <u>32.50</u> per ton	\$ <u>28.60</u> per ton
8) TYPE S-I ASPHALTIC CONCRETE	\$ <u>31.25</u> per ton	\$ <u>27.90</u> per ton
9) TYPE S-II ASPHALTIC CONCRETE	\$ <u>32.25</u> per ton	\$ <u>28.35</u> per ton
10) TYPE S-III ASPHALTIC CONCRETE	\$ <u>32.25</u> per ton	\$ <u>28.35</u> per ton
TOTAL	\$ _____	\$ _____

MISCELLANEOUS PRODUCTS:

- 11) ASPHALT EMULSION GRADE RS-1: \$ 2.20 /gallon
- 12) ASPHALT EMULSION GRADE Special-MS: \$ 2.35 /gallon

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

Will you deliver with your own vehicles as opposed to common carrier? Yes _____ No _____

Percentage discount on asphalt when daily quantities purchased exceed 250 tons: _____ %

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 Ajax Paving Industries, Inc.

BY (Printed): William D. McKeand

BY (Signature): 

TITLE: Estimator

FEDERAL ID # OR S.S.# 39-2369567

ADDRESS: 510 Gene Green Rd

Nokomis, FL 34275

PHONE NO.: 941-486-3600

FAX NO.: 941-486-3500

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 2859

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?

Office - 10501 S.W. Mills Cypress Pkwy, Ste 108, Fort Myers, FL 33912-6400
Plant II 40251 Cook Brown Rd.
Plant III Alico Plant - 7100 Pennsylvania St. Fort Myers, FL 33912

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

5 acres +/-

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

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

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 # 5

From: William Simmons
To: Armbruster, Patti
Date: 10/17/02 1:15PM
Subject: Formal Quote C-020747 - Asphaltic Concrete

Patti,

DOT Operations has reviewed the Bids for Purchase of Asphaltic Concrete and recommends the selection of APAC-Florida and Ajax Paving Industries. We anticipate the following quantities to be purchased for each material type:

Type II Asphaltic Concrete - \$20,000 Recycled; \$10,000 Virgin

Type III Asphaltic Concrete - \$2,500 Recycled; \$2,500 Virgin

Type S-I Asphaltic Concrete - \$2,500 Recycled; \$2,500 Virgin

Type S-II Asphaltic Concrete - \$2,500 Recycled; \$2,500 Virgin

Type S-III Asphaltic Concrete - \$2,500 Recycled; \$2,500 Virgin

Asphaltic Emulsion Grade RS-1 - \$1,000

Asphaltic Emulsion Grade Special-MS - \$1,000

We anticipate expenditures in excess of \$50,000, and expect that this would require a blue sheet to go before the board. This will be charged to Account String PC 5410117500 (Roadway)

If you need any additional information, please feel free to give us a call. Thank you.

Clay Simmons, E.I.T.
Staff Engineer
Lee County DOT/Operations Division
wsimmons@leegov.com
Phone: (239) 694-3334
FAX: (239) 694-3332

CC: Chamblee, Donald; Cloutier, Peter