

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

Blue Sheet No. 20041324

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve award of Quote # IW040640, Concrete Culvert Pipe for D.O.T., to the overall low quoter meeting all specification requirements Rinker Materials Hydro Conduit per the prices listed on the attached tabsheet. Estimated annual expenditures will be approximately \$70,000. Also request authority to renew this quote for four additional one-year periods, upon mutual agreement of both parties. Additionally, request authority to allow the Purchasing Director to rescind and award to the next lowest overall bidder if the awarded vendor fails to meet their contractual obligations. Funding will come from the department's budget and they will be responsible for monitoring their own expenditures.

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

**WHAT ACTION ACCOMPLISHES:** Allows D.O.T. to obtain necessary culvert pipe materials.

**2. DEPARTMENTAL CATEGORY:**  
**COMMISSION DISTRICT #**

*C9A*

**3. MEETING DATE:**

*11-02-2004*

**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 *Public Works*
- C. DIVISION *D.O.T.*

BY: *Scott Gilbertson*

**BACKGROUND:** On September 16, 2004, Purchasing received sealed quotations for Concrete Culvert Pipe for D.O.T. On that date three responses were received. The quotes have been thoroughly reviewed and a recommendation is being made to award to the overall low quoter Rinker Materials Hydro Conduit.

**Please see attachments:**

- (1) Tabulation Sheet
- (2) Specifications
- (3) Rinker Materials Hydro Conduit Quote
- (4) Department Recommendation

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>10/14/04</i>	<i>Kamit Sheehan 10-12-04</i>			<i>[Signature]</i>	<i>OA</i>	<i>OM</i>	<i>Risk</i>	<i>GC</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>			<i>[Signature]</i>	<i>10/15/04</i>	<i>10/15/04</i>	<i>10/18/04</i>	<i>10/18/04</i>	<i>10-14-04</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: *10/15/04*  
Time: *cc*  
Forwarded To:  
*Admin*  
*10/15/04*

RECEIVED BY  
COUNTY ADMIN: *[Signature]*  
*10/15/04*  
*5:15 pm*  
COUNTY ADMIN  
FORWARDED TO: *[Signature]*  
*10/15/04*  
*[Signature]*

FORMAL QUOTATION #IW040640

LEE COUNTY, FLORIDA TABULATION SHEET

OPENING DATE: September 16, 2004

FOR CONCRETE CULVERT PIPE FOR D.O.T.

BUYER: Chris Jeffcoat

VENDORS

HUGHES	RINKER	U.S.
SUPPLY	MATERIALS	CONCRETE
		PIPE INC.

COPIES PROVIDED

YES	YES	YES
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ADDENDUM ACKNOWLED

N.A.	N.A.	N.A.
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TOTAL COST SECTION ONE

\$5,909.50	\$7,676.00	\$7,692.50
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TOTAL COST SECTION TWO

\$5,808.20	\$5,443.84	\$5,520.00
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TOTAL COST SECTION THREE

N.B.	\$37,780.00	\$37,953.60
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TOTAL COST SECTION FOUR

N.B.	\$13,131.60	\$13,720.00
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GRAND TOTAL FOR ALL SECTIONS

\$11,717.70	\$64,031.44	\$64,886.10
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DELIVERIES TO BE MADE WITHIN

14	14	14
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WILL DELIVER WITH YOUR OWN VEHICLE

YES	NO	YES & NO
-----	----	----------

MODIFICATIONS

NO	NO	YES
----	----	-----

QUOTE SIGNED

YES	YES	YES
-----	-----	-----

MEETS SPECIFICATIONS

*NO	YES	YES
-----	-----	-----

\*DID NOT QUOTE ALL SECTIONS

NO BIDS

POSTING TIME/DATE

FROM: / /

UNTIL: / /

BY:



PROJECT NO.: IW040640

OPEN DATE: September 16, 2004

AND TIME: 2:30 P.M.

PRE-BID DATE: September 1, 2004

AND TIME: 8:30 A.M.

LOCATION: Lee County Division of Purchasing Services  
1825 Hendry St. 3<sup>rd</sup> Floor  
Ft. Myers, Fl. 33901

# REQUEST FOR QUOTATIONS

**TITLE:**  
CONCRETE CULVERT PIPE FOR D.O.T.

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PURCHASING

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

**PHYSICAL ADDRESS**  
1825 HENDRY ST 3<sup>rd</sup> FLOOR  
FORT MYERS, FL 33901

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

**GENERAL CONDITIONS**

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

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

1. **SUBMISSION OF QUOTE:**

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
  - 1. Marked with the words "Sealed Quote"
  - 2. Name of the firm submitting the quotation
  - 3. Title of the quotation
  - 4. Quotation number
- b. The Quotation shall be submitted in triplicate as follows:
  - 1. The original consisting of the Lee County quotes forms completed and signed.
  - 2. A copy of the original quote forms for the Purchasing Director.
  - 3. A second copy of the original quote forms for use by the requesting department.
- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
  - 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
  - 2. Warranties and guarantees against defective materials and workmanship.
- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".
- e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Purchasing prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- f. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.

- g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).
- h. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.
- i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. **ACCEPTANCE**

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

3. **SUBSTITUTIONS**

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

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

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

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

5. **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/GUARANTEE**.(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. **PUBLIC ENTITY CRIME**

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

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

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

12. **MATERIAL SAFETY DATA SHEETS**

In accordance with Chapter 443 of the Florida 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.

13. **MISCELLANEOUS**

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

14. **WAIVER OF CLAIMS**

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

15. **AUTHORITY TO PIGGYBACK**

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

16. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

**b) Any Single Large Project**

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

**c) Disadvantaged Business Enterprises**

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

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

**d) Anti-Discrimination**

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

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

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

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

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

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

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



part.

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

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

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

17. **AUDITABLE RECORDS**

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

18. **DRUG FREE WORKPLACE**

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

19. **REQUIRED SUBMITTALS**

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

20. **TERMINATION**

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

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

Any vendor who has voluntarily withdrawn from a formal quote/proposal without the County's mutual

consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Purchasing.

21. **CONFIDENTIALITY**

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

22. **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.

23. **INSURANCE (AS APPLICABLE)**

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

LEE COUNTY, FLORIDA  
 PROPOSAL QUOTE FORM  
 FOR  
 CONCRETE CULVERT PIPE FOR D.O.T.

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: \_\_\_\_\_

**SECTION ONE: PIPE, ROUND WITH APPROVED GASKET**

Item No.	Lee County Commodity Code	Size	Cost Per Linear Foot		Est. Annual Usage	Total Cost
1.	6583402	15"		X	100 FT.	
2.	6583404	18"		X	75 FT.	
3.	6583406	24"		X	50 FT.	
4.	6583408	30"		X	50 FT.	
5.	6583410	36"		X	50 FT.	

TOTAL COST THIS SECTION: \$ \_\_\_\_\_

**SECTION TWO: PIPE, ROUND WITH MITERED END AND APPROVED GASKET (4:1 SLOPE)**

Item No.	Lee County Commodity Code	Size	Cost Per Unit		Est. Annual Usage	Total Cost
1.	6583412	15"		X	5 Units	
2.	6583414	18"		X	5 Units	
3.	6583416	24"		X	5 Units	
4.	6583418	30"		X	2 Units	
5.	6583420	36"		X	2 Units	

TOTAL COST THIS SECTION: \$ \_\_\_\_\_

**SECTION THREE: PIPE, ELLIPTICAL**

Item No.	Lee County Commodity Code	Size	Cost Per Linear Foot		Est. Annual Usage	Total Cost
1.	6583422	12" x 18"		X	920 FT.	
2.	6583424	14" x 23"		X	792 FT.	
3.	6583426	19" x 30"		X	200 FT.	
4.	6583428	24" x 38"		X	160 FT.	

**TOTAL COST THIS SECTION: \$ \_\_\_\_\_**

**SECTION FOUR: PIPE, ELLIPTICAL WITH MITERED ENDS (4:1 SLOPE)**

Item No.	Lee County Commodity Code	Size	Cost Per Unit		Est. Annual Usage	Total Cost
1.	6583430	12" X 18"		X	40 Units	
2.	6583432	14" X 23"		X	26 Units	
3.	6583434	19" X 30"		X	5 Units	
4.	6583436	24" X 38"		X	5 Units	

**TOTAL COST THIS SECTION: \$ \_\_\_\_\_**

**GRAND TOTAL FOR SECTIONS ONE THROUGH FOUR: \$ \_\_\_\_\_**

DESCRIBE THE GASKET SYSTEM USED BY YOUR PIPE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DELIVERIES WILL BE MADE WITHIN \_\_\_\_\_ CALENDAR DAYS AFTER RECEIPT OF EACH ORDER.

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

\_\_\_\_\_ YES                      \_\_\_\_\_ NO

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 SS#: \_\_\_\_\_

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  
CONCRETE CULVERT PIPE FOR D.O.T.**

SCOPE

The purpose of this quote is to provide reinforced concrete culvert pipe, as listed on the Proposal Quote Form, to the Lee County Department of Transportation on an annual basis.

TERM OF QUOTE

This quote shall be in effect for one year, or until new quotes are taken and awarded. This quote 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, to culvert pipe, in the event of major breakdowns or natural disasters.

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

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.

DESIGNATED CONTACT

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

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.

**BASIS OF AWARD**

**VENDORS MUST QUOTE ON EACH ITEM TO BE CONSIDERED FOR AWARD.** The basis of award for this quote will be overall low quoter meeting specifications, based on the estimated annual quantities, as shown on the Proposal Quote Form.

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

**INSURANCE**

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

**PRICE INCREASES**

If the awarded vendor experiences a major price increase from suppliers for items in this quotation, the vendor may submit a written request to increase pricing. All information necessary to review and analyze the request must be submitted to Lee county Purchasing. Lee County shall have the right to grant the price increase, or requote, at the County's sole discretion.

**DELIVERY**

All pipe is to be delivered F.O.B. destination freight prepaid and allowed to Lee County Depot #7, 5560 Zip Drive, Ft. Myers, Florida 33905, or any other location in Lee County, as may be specified at the time of placement of the order.

Pipe shall not be delivered on Friday unless requested, as the depot is normally unattended on that day.

Pipe is to be loaded in a manner to be approved by the County Engineer, so that the pipe may be readily unloaded with a forklift.

**PIPE SPECIFICATIONS**

All materials to be supplied shall be new and unused. Reinforced concrete culvert pipe shall conform to 1991 FDOT Standard Specifications for Road and Bridge Construction, Sections 941 and 942 including the 1994 Supplement to the 1991 Florida Specification. Pipe will be certified by FDOT when and as required.

The round pipe to be furnished shall be Class III, B wall, with type R-4 joints. All round pipe shall be furnished with appropriate gasket. Only gaskets that have been approved by FDOT will be accepted. On the price proposal page, please specify the type of gasket system utilized in your pipe.

The pipe shall be provided in the sizes listed on the Proposal Quote Form. For handling purposes each piece of pipe shall be no longer than 8 feet.

A miter unit shall consist of whatever pieces are necessary to make one complete 4:1 slope.



ESTIMATED VOLUME

The estimated annual quantities of culvert pipe are shown on the Proposal Quote Form. This amount is given for vendor's information only and no minimum is guaranteed.

**MINOR CONTRACT** - Contracts that will not exceed ninety (90) calendar days; or where the contract price will not exceed \$50,000; and/or there are no unusual hazards present:

1. **Insurance Requirements: *These are minimum requirements, which are subject to modification in response to operations involving a higher level of loss exposure.***

- a. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:

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

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

\$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

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

\$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

2. **Verification of Coverage:**

- a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

1. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials@ will be named as an Additional Insured” on the General Liability policy.***
2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

3. Special Requirements:

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

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

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

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

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

\_\_\_ 11. The mailing envelope has been addressed to:

**MAILING ADDRESS**

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

**PHYSICAL ADDRESS**

Lee County Purchasing  
1825 Hendry St 3<sup>rd</sup> Floor  
Ft. Myers, FL 33901

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

Quote Number  
Opening Date and/or Receiving Date

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

\_\_\_ 14. If submitting a "NO BID" please write quote number here \_\_\_\_\_

and check one of the following:

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

Other: \_\_\_\_\_

Company Name and Address:

\_\_\_\_\_  
\_\_\_\_\_

LEE COUNTY, FLORIDA  
 PROPOSAL QUOTE FORM  
 FOR  
 CONCRETE CULVERT PIPE FOR D.O.T.

DATE SUBMITTED: 9-13-04

VENDOR NAME: RINKEE Materials Hydro Conduit

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: 7% addenda

**SECTION ONE: PIPE, ROUND WITH APPROVED GASKET**

Item No.	Lee County Commodity Code	Size	Cost Per Linear Foot		Est. Annual Usage	Total Cost
1.	6583402	15"	11.28	X	100 FT.	\$ 1,128.00
2.	6583404	18"	16.00	X	75 FT.	1,200.00
3.	6583406	24"	24.24	X	50 FT.	1,212.00
4.	6583408	30"	34.48	X	50 FT.	1,724.00
5.	6583410	36"	48.24	X	50 FT.	2,412.00

TOTAL COST THIS SECTION: \$ 7,676.00

**SECTION TWO: PIPE, ROUND WITH MITERED END AND APPROVED GASKET (4:1 SLOPE)**

Item No.	Lee County Commodity Code	Size	Cost Per Unit		Est. Annual Usage	Total Cost
1.	6583412	15"	122.24	X	5 Units	\$ 6,112.00
2.	6583414	18"	160.00	X	5 Units	800.00
3.	6583416	24"	225.92	X	5 Units	1,129.60
4.	6583418	30"	615.68	X	2 Units	1,231.36
5.	6583420	36"	835.84	X	2 Units	1,671.68

TOTAL COST THIS SECTION: \$ 5,443.84

**SECTION THREE: PIPE, ELLIPTICAL**

Item No.	Lee County Commodity Code	Size	Cost Per Linear Foot		Est. Annual Usage	Total Cost
1.	6583422	12" x 18"	15.02	X	920 FT.	1381.840
2.	6583424	14" x 23"	16.20	X	792 FT.	121830.40
3.	6583426	19" x 30"	25.92	X	200 FT.	5184.00
4.	6583428	24" x 38"	37.17	X	160 FT.	5947.20

TOTAL COST THIS SECTION: \$ 37,780.00

**SECTION FOUR: PIPE, ELLIPTICAL WITH MITERED ENDS (4:1 SLOPE)**

Item No.	Lee County Commodity Code	Size	Cost Per Unit		Est. Annual Usage	Total Cost
1.	6583430	12" X 18"	152.16	X	40 Units	6086.40
2.	6583432	14" X 23"	161.60	X	26 Units	4201.60
3.	6583434	19" X 30"	239.36	X	5 Units	1196.80
4.	6583436	24" X 38"	329.36	X	5 Units	1646.80

TOTAL COST THIS SECTION: \$ 13,131.60

GRAND TOTAL FOR SECTIONS ONE THROUGH FOUR: \$ 64,031.44

DESCRIBE THE GASKET SYSTEM USED BY YOUR PIPE: Our pipe meets the specification of ASTM A443. joints do not meet the R-4 specification.

DELIVERIES WILL BE MADE WITHIN 14 CALENDAR DAYS AFTER RECEIPT OF EACH ORDER.

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

YES  NO

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 Rinker Materials Hydro Conduit

BY (Printed): Kathi A. Moore

BY (Signature): Kathi A. Moore

TITLE: Account Manager

FEDERAL ID# or SS#: 581418933

ADDRESS: 2040 Ortiz Ave  
Fort Myers, Fla 33905

PHONE NO.: 239-332-0135

FAX NO.: 239-332-2517

CELLULAR PHONE/PAGER NO.: 239-707-4330

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: N/A

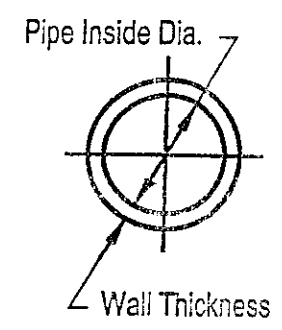
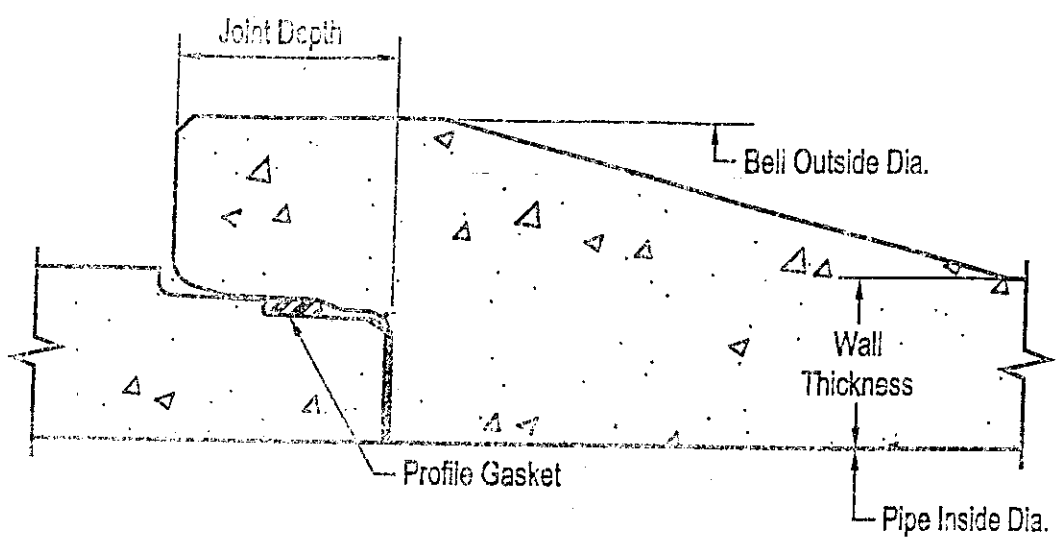
E-MAIL ADDRESS: Kmoore@rinker.com



# Reinforced Concrete Pipe

## Single Step Joint

### 12" - 72" Diameter



**Section Thru Joint**

**Section Thru Barrel**

Pipe Inside Diameter (Inches)	Wall Thickness (Inches)	Joint Depth (Inches)	Bell Outside Diameter (Inches)	Length (Feet)	Weight (Lbs./Ft.)
12	2 3/32	4 3/16	20	8	120
15	2 1/4	4 3/16	23 1/4	8	155
16	2 1/2	4 3/16	27	8	175
24	3	5 1/4	35 1/2	8	290
30	3 1/2	5 1/4	42 15/16	8	410
36	4	5 1/4	51 3/16	8	563
42	4 1/2	5 1/2	57 1/16	8	745
48	5	5 1/2	65	8	920
54	5 1/2	5 1/2	72 7/8	8	1125
60	6	5 1/2	78 7/8	8	1340
66	6 1/2	5 1/2	84 7/8	8	1580
72	7	5 1/2	90 7/8	8	1840

**Notes:**

1. Pipe manufactured to meet current ASTM & FDOT specifications.
2. Contact CSR Hydro Conduit representative for details not listed on this sheet.



# HYDRO CONDUIT CORPORATION

## Elliptical Pipe 15" – 60" Equivalent Diameter

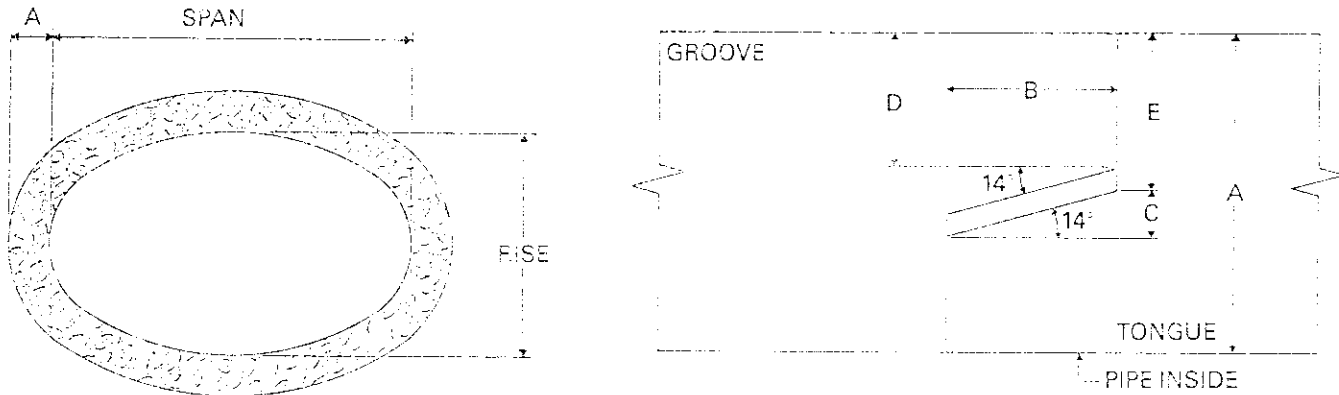


Table of Dimensions and Weights

Size Equiv. Dia.	Nominal Span	Nominal Rise	A	B	C	D	E	Weight (lbs/ft)	Length (ft)
15	18	12	2 1/2"	2"	1/2"	1"	1 1/4"	135	8
18	23	14	2 3/4"	2"	1/2"	1 1/2"	1 3/4"	195	8
24	30	19	3 3/4"	2"	1/2"	1 1/2"	1 3/4"	300	8
30	38	24	3 3/4"	2 1/2"	5/8"	1 3/4"	2"	430	8
36	45	29	4 1/2"	3"	3/4"	2"	2 3/4"	625	8
42	53	34	5"	3 1/2"	3/4"	2 1/4"	2 3/4"	815	8
48	60	38	5 1/2"	3 3/4"	5/8"	2 3/4"	2 3/4"	1000	8
54	68	43	6"	4"	1"	2 3/4"	2 3/4"	1235	8
60	78	48	6 1/2"	4"	1"	2 3/4"	3 1/4"	1475	8

All dimensions nominal

### NOTES:

1. General Specifications: ASTM C-507, and F.D.O.T.
2. Joint contact surfaces, formed with machined castings, are designed for gravity flow applications using mastic or mortar joints.
3. This drawing does not show reinforcement. Project specifications will govern.
4. Consult HCC for further details or information not listed on this drawing.

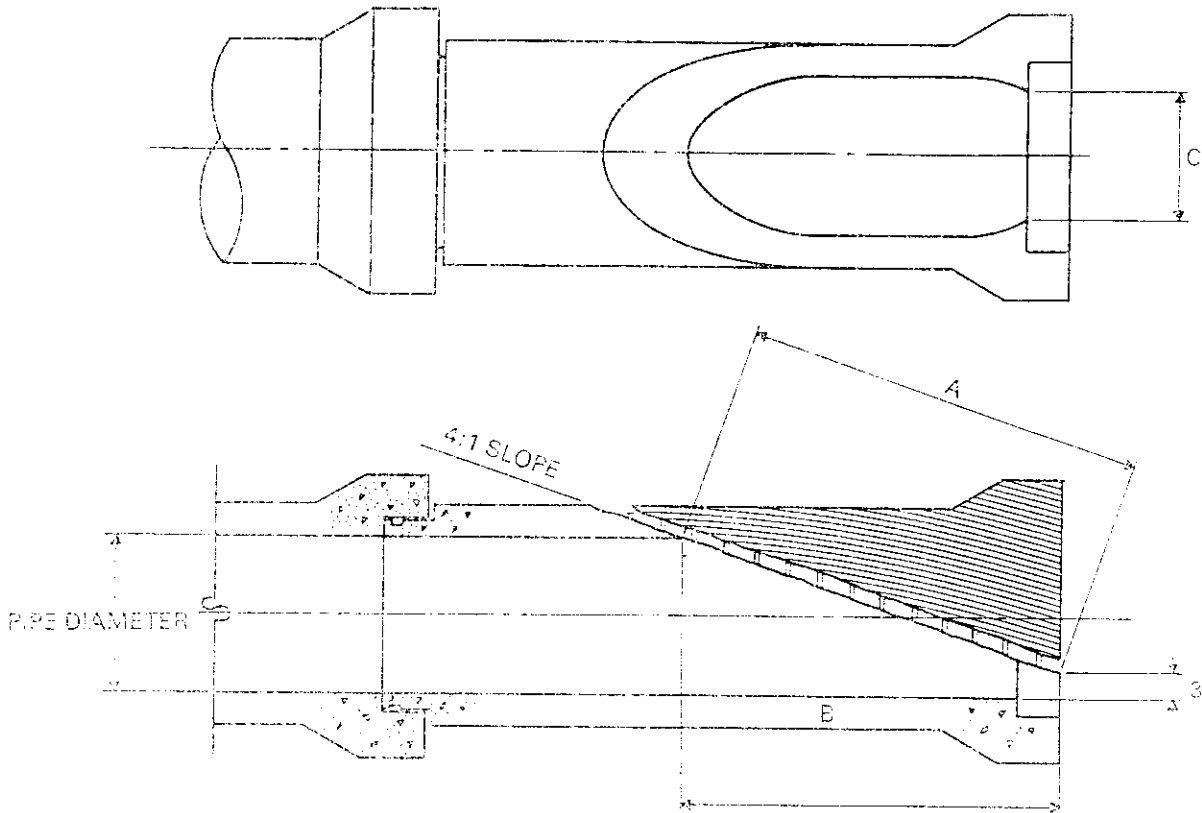
Fort Myers  
1605 Ortiz  
P.O. Box 65-0249  
Fort Myers, Florida 33905-0249  
(813) 332-0135 1-(800) 822-7473

ER 134  
41, 42, 44, 45, 47, 48  
Issued 1 89



# Hydro Conduit

Typical Mitered End Section  
36" Diameter and Smaller



Pipe Diameter	A DIM	B DIM	C DIM
15"	4.03'	4.03'	1.22'
18"	5.12'	5.03'	1.41'
24"	7.16'	7.03'	1.73'
30"	9.25'	9.03'	2.00'
36"	11.31'	11.03'	2.24'
42"	13.37'	13.03'	2.45'
48"	15.43'	15.03'	2.65'
54"	17.48'	17.03'	2.87'
60"	19.55'	19.03'	3.00'
66"	21.60'	21.03'	3.18'
72"	22.68'	23.03'	3.30'

- A-6.42, B-6.25 dimensions permitted to allow use of 6' standard pipe length.
- ± A-10.40, B-10.10 dimensions permitted to allow use of 12' standard pipe length.
- \* And larger requires two sections of pipe to maintain 4:1 slope.

**NOTES:**

1. Produced to A.S.T.M. Specification C-76 and Florida Department of Transportation Road Design Standard Index No. 272 & 273.
2. Pipe is shipped to job site as one piece to prevent handling damage. Standard reinforcing steel is cut at job site and shaded section is removed.
3. Consult Hydro Conduit Corp. for further details not listed on this drawing.
4. Spigot end shown, bell end similar.

Fort Myers  
1605 Ortiz  
P.O. Box 05-0248  
Fort Myers, Florida 33901-2448  
(813) 332-0135 FAX (813) 332-7447

ER 101  
41, 42, 43, 44, 45, 46, 47, 48  
Issued 11 88

**Christopher Jeffcoat - Re: Review of quotes for concrete culvert pipe (IW040640)**

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**From:** Clay Simmons  
**To:** Chamblee, Donald; Jeffcoat, Christopher  
**Date:** 10/6/2004 8:42 AM  
**Subject:** Re: Review of quotes for concrete culvert pipe (IW040640)  
**CC:** Faust, Bobby

---

Chris,

Based on the tab sheet, our recommendation is to award the bid to Rinker. Thanks

William "Clay" Simmons, P.E.  
Staff Engineer  
Lee County DOT/Operations Division  
[wsimmons@leegov.com](mailto:wsimmons@leegov.com)  
Phone: (239) 694-3334  
FAX: (239) 694-3332

>>> Donald Chamblee 09/30/04 05:50PM >>>  
Clay,  
Did you reply to this ?

Donald Chamblee, PE  
LC DOT Operations  
[ChambIDV@LeeGov.com](mailto:ChambIDV@LeeGov.com)  
Phone: (239) 694-3334  
Fax: (239) 694-3332

>>> Christopher Jeffcoat 09/29/04 09:27AM >>>  
Don, have you decided who you would like to award this quote to. I needed to get it by September 24, 2004 in order to complete the project on time. thanks, Chris

CHRIS JEFFCOAT  
PURCHASING AGENT  
LEE COUNTY PURCHASING DEPT.  
[cjeffcoat@leegov.com](mailto:cjeffcoat@leegov.com)  
239 344-5458  
FAX 239 344-5460