

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

Blue Sheet No. 20050097

1. REQUESTED MOTION:

ACTION REQUESTED: Approve award of Quote # Q-040698, Services to Repair, Replace or Supply Utility Plant Equipment, for the Utilities Division to Mader Electric Motors as the overall low quoter meeting all specification requirements. The initial term of this agreement is for two years. Request authority to renew this quotation for three additional one-year periods if in the interest of the County, at the expiration of the original term. Also request authority to rescind the original award if the contracted vendor fails to meet their contractual obligation and re-award to the next lowest quoter. Estimated annual expenditures for this award \$700,000. Funding will come from the Utilities Division budget and they will be responsible for monitoring their expenditures.

WHY ACTION IS NECESSARY: Purchases that exceed \$50,000 must be board approved.

WHAT ACTION ACCOMPLISHES: Allows the Utilities Division to acquire these services at a fair competitive cost. Estimated annual savings is \$80,000.

2. DEPARTMENTAL CATEGORY: 10
COMMISSION DISTRICT # CW

C10b

3. MEETING DATE:

02-22-2005

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
- C. DIVISION *Utilities*

BY: *Rick Diaz, P.E., Director*

2/2/05

BACKGROUND: On December 21, 2004 Purchasing received three (3) quotes for Services to Repair, Replace or Supply Utility Plant Equipment. After thorough review of all quotations it is being recommended that such services be acquired from Mader Electric Motors.

Please see attachments: Account Strings: OD5361848700.503490 OD5362748700.506415 OD5361948700.506435
 (1) Tab Sheet OD5361848700.504615 OD5362748700.506435
 (2) Specifications OD5361848700.504635 OD5361948700.503490
 (3) Division's Recommendation OD5362748700.503490 OD5361948700.506415
 (4) Awarded Vendor's Quote

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>Stander</i> <i>2-7-05</i>	<i>Janet Sheehan</i> <i>1-25-05</i> <i>1-28-05</i>	N/A		<i>S. Coover</i> <i>2/1/05</i>	OA <i>2/1/05</i>	OM <i>2/19/05</i>	Risk <i>2/19/05</i>	GC <i>2/1/05</i>	<i>Stander</i> <i>2-7-05</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty

Date: _____

Time: _____

Forwarded To: _____

RECEIVED BY
COUNTY ADMIN: *P.M.*

2/19/05

10:00 AM 2-19-05

COUNTY ADMIN
FORWARDED TO: *P.M.*

2/19/05

4/1/05

FORMAL QUOTATION #Q-040698	LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: December 21, 2004	FOR			
BUYER: Chris Jeffcoat	SERVICES TO REPAIR, REPLACE OR SUPPLY UTILITY PLANT EQUIPMENT			
VENDORS	Mader	Rexel Mader	TAW	
	Electric	Motor &	Orlando	
	Motors	Control	Service Center	
COPIES PROVIDED	YES	YES	YES	
ADDENDUM ACKNOWLEDGED	YES	YES	YES	
RESPONSE TIME	1 HOUR	1 1/2 HOURS	DID NOT SPECIFY	
GRAND TOTAL (BASIS OF AWARD)	\$295,095.00	\$304,025.00	\$373,550.00	
OPTION A:				
TOTAL ANNUALLY-PERSONNEL	\$28,062.50	\$30,750.00	\$47,656.25	
TOTAL ANNUALLY-EQUIPMENT & CREW	\$9,000.00	\$11,250.00	\$36,750.00	
OPTION B:				
SPECIALTY SERVICE HOURLY RATE	DID NOT SPECIFY	\$125.00	\$75.00	
TO BE STARTED WITHIN	ONE DAY	ONE DAY	TEN DAYS	
DELIVER WITH YOUR OWN VEHICLE	YES	YES	YES	
LOCAL VENDOR PREFERENCE	YES	NO	NO	
MODIFICATIONS	NO	NO	NO	
QUOTE SIGNED	YES	YES	YES	
MEETS SPECIFICATIONS	YES	YES	YES	
NO BIDS				
American AVK Company				
B & I Contractors				
DCM Textile, Inc.				
George A. Israel Jr., Inc.				
Harn R/O Systems, Inc.				
Johnson Enviromental Services				



LEE COUNTY
SOUTHWEST FLORIDA

PROJECT NO.: Q-040698

OPEN DATE: December 21, 2004

AND TIME: 2:30 P.M.

MANDATORY PRE-BID DATE: December 1, 2004

AND TIME: 2:00 P.M.

LOCATION: Lee County Division of Purchasing
1825 Hendry St. 3r fl.
Ft. Myers, Fl. 33901

REQUEST FOR QUOTATIONS

TITLE:

SERVICES TO REPAIR, REPLACE OR SUPPLY
UTILITY PLANT EQUIPMENT
i.e. PUMPS, GEARBOXES, BLOWERS, MOTORS
AND OTHER RELATED EQUIPMENT

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING

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

PHYSICAL ADDRESS
1825 HENDRY ST. 3RD FL
FT. MYERS, FL 330901

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

FORMAL QUOTATION Q-040698
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/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.

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- 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.

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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

SERVICES TO REPAIR, REPLACE OR SUPPLY UTILITY PLANT EQUIPMENT
i.e. PUMPS, GEARBOXES, BLOWERS, MOTORS AND OTHER RELATED EQUIPMENT

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: _____

See Compensation Rate and Fee Schedule on page 16, 17 & 18. These pages are required to be returned along with pages 11, 12, 13 and 21.

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

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

YES _____ NO _____

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

Yes _____ No _____

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

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

Are there any modifications to the quote or specifications:

Yes _____ No _____

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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

**Quote Specification Sheet for Services to Repair, Replace or Supply Utility Plant Equipment
i.e. Pumps, Gearboxes, Blowers, Motors and other related equipment.**

(Please read carefully the entire specification)

Scope: On a call out and pre-authorization basis, provide the services described as follows.

I. On Vertical Turbine Well And Basin Pumps manufactured by Layne, Peerless, Flowserve, J-Line, Gould, Crown, Johnson, Worthington or approved for retrofitting equal:

Removal, inspection, evaluation, repair and re-installation of existing pump or installation of a new pump. Where possible, change stuffing box configuration from packing to a water cooled and internal water flushed mechanical seal. Machine and adapt proper fit up to the liquid side of the pump. Perform test run on all repaired or new equipment and document acceptance by LCU.

II. On Horizontal Split Case Pumps manufactured by Worthington, Allis Chalmers, Weinmann, Aurora, Peerless, Fairbanks Morse and Ingersoll Rand or equal:

Removal, inspection, evaluation, repair and re-installation of existing pump or installation of a new pump. Upon re-installation or new installation, a full laser alignment shall be performed along with a vibration analysis during test run. Where possible, change stuffing box configuration from packing to a water cooled and internal water flushed mechanical seal. Machine and adapt proper fit up to the liquid side of the pump. Perform test run on all repaired or new equipment and document acceptance by LCU.

III. On Submersible Well Pumps manufactured by Gould, J-Line, Grundfos or equal:

Removal, inspection, evaluation, repair and re-installation of existing pump or installation of a new pump. Upon installation or re-installation all nuts, bolts, and studs shall be replaced with new, 316 stainless steel nuts, bolts and studs. Change piping to Certaloc piping on all well pumps that does not exist when converting from vertical turbine to submersible application. Add ¾" PVC pipe completely secured to discharge pipe of pump down into well to serve as a insertion tube for pizometer to measure well draw downs. Provide stainless steel safety cable connected to top of pump and motor to provide adequate support in the event of piping failure.

Perform test run on all repaired or new equipment and document acceptance by LCU.

IV. On Gearboxes manufactured by Footjones, Winsmith, Dodge, Hub City, Eurodrive or equal:

Pull and rebuild gearboxes, replace all bearings, bushings, and gears. Machine all surfaces related to bearing and oil seal surfaces for a proper fit as necessary. Reassemble and install, align as necessary to avoid shaft wobble by shimming vertically. All nuts, bolts and studs shall be replaced with new, 316 stainless steel nuts, bolts and studs. Perform laser alignment between motor and gearbox assemblies. Perform test run on all repaired or new equipment and document acceptance by LCU.

V. On Compressors manufactured by Dayton, Quincy, Ingersoll Rand, Speedaire; sizes 3HP, 5HP, 10HP or equal:

Rebuild air compressors, dress or hone cylinder walls, replace rings, replace suction and discharge valves, replace bearings and bushings as needed, replace pistons as needed, replace crank shaft as needed, Clean or replace sight glass to oil sump as necessary, Inspect inner-cooler and after-cooler for cracks, replace as necessary. Supply new drive belts where needed. Test pressure switches for settings, operation and condition of contacts, replace as necessary. Perform test run on all repaired or new equipment and document acceptance by LCU.

VI. Provide Crane Service for the removal and replacement of pumps if required to provide services identified above:

Quote for crane service shall be for a minimum of 20 ton Crane with a 75-foot reach plus a two-man crew.

VII. Response time:

Contractor's response time must, in keeping with the criticality of the service provided by LCU, be no more than 8 hours; and preferably significantly less than that. Preference may be given to vendors whose response time is 4 hours or less. (Response time must be given on Appendix A Compensation Rate and Fee Schedule.)

VIII. Warranties:

Contractor will provide warranties on all work as follows:
On labor and materials - 12 Months,
On rebuilt or repaired equipment - 90 days,
On new equipment, manufacturer's warranty period.

IX. Documentation:

Contractor will provide to LCU all installation, operation and maintenance manuals for all new equipment supplied and/or installed; as well as all warranties. Provide digital pictures to equipment data plates such as submersible well pumps, vertical pumps for identification purposes for LCU records.

X. Authorization to perform work:

Upon award LCU will provide contractor a list of LCU employees empowered to authorize work.

XI. Appendices to quote:

Contractor will provide appendices to the quote showing the hourly rates and fees to be charged for work performed as follows. See appendix A page 16.

XII. Quote Instructions

Each bidder must indicate total hourly rates for Personnel, Equipment and Crew. A wage rate for emergency and non-emergency jobs shall be indicated. This wage rate shall include all wage classifications involved and shall include all miscellaneous tools and small equipment needed to perform the job. Each bidder must indicate the % markup from their procurement cost for parts and

FORMAL QUOTATION Q-040698

materials used under this contract. Vendor invoices for parts/materials shall be available for random audits to verify procurement costs.

Estimated annual hours and estimated expenditures given below are for evaluation purposes only and no minimum number of hours or dollars is implied.

Appendix A - Compensation Rate and Fee Schedule:

***What is your response time? _____ HOUR(S)

Hourly Rates – Personnel		(Basis of Award)	Straight Time
Classification			
In house Shop Technicians (300 hrs/yr)		300hrs x \$ ____/hr=	\$ ____ /yr.
Machinists, lathe operators (350 hrs/yr.)		350hrs x \$ ____/hr =	\$ ____ /yr.
Field Service Technicians (600 hrs/yr.)		600hrs x \$ ____/hr =	\$ ____ /yr.
Technical Specialists (225 hrs/yr.)		225hrs x \$ ____/hr =	\$ ____ /yr.
Shop Coordinator (225 hrs/yr.)		225hrs x \$ ____/hr =	\$ ____ /yr.
Welder (225 hrs/yr.)		225hrs x \$ ____/hr =	\$ ____ /yr.
Straight Time			
(1.) Total Annually			* \$ _____

Hourly Rates – Equipment and Crew		(Basis of Award)	Straight Time
Item/Classification			
Crane – 20 ton with 75- foot reach. (150 hrs/yr.)		150hrs x \$ ____/hr =	\$ ____ /yr
Two man crane crew. (150 hrs/yr.)		150hrs x \$ ____/hr =	\$ ____ /yr
Transportation for field service personnel. (300 hrs/yr.)		300hrs x \$ ____/hr =	\$ ____ /yr
Straight Time			

(2.)Total Annually * \$ _____

Mark-Ups (Basis of Award)	
Repair components (annual expense \$66,000)	\$66,000 x ____ %Mark up = \$ ____ annual cost
New equipment (annual expense \$120,000)	\$120,000 x ____ %Mark up = \$ ____ annual cost
Miscellaneous Items: e.g. overnight freight on special parts, consumables...etc	Cost plus a <u>0</u> % Mark-up
(3.) TOTAL ANNUALLY	(For Mark-Ups add annual costs for repair & new) *\$ _____

***GRAND TOTAL (Basis of Award)** \$ _____
 (Grand total includes all total annual costs for straight time and mark-ups only. Do not include Options A-Overtime or Option B-Specialty Service)

OPTION A

Hourly Rates – Personnel		(Option A) OVERTIME
Classification		Overtime shall not exceed time and a half. (125 hrs/yr overtime for all positions)
In house Shop Technicians		125hrs x \$ ____ /hr = \$ ____ /yr.
Machinists, lathe operators		125hrs x \$ ____ /hr = \$ ____ /yr.
Field Service Technicians		125hrs x \$ ____ /hr = \$ ____ /yr.
Technical Specialists		125hrs x \$ ____ /hr = \$ ____ /yr.
Shop Coordinator		125hrs x \$ ____ /hr = \$ ____ /yr.
Welder		125hrs x \$ ____ /hr = \$ ____ /yr.
		\$ _____
(1.) Total Annually		

Hourly Rates – Equipment and Crew		(Option A) OVERTIME
Item/Classification		Overtime shall not exceed time and a half
Crane – 20 ton with 75- foot reach. (150 hrs/yr.)		Same as straight time rate
Two man crane crew. (150 hrs/yr.)		150hrs x \$ ____ /hr = \$ ____ /yr
Transportation for field service personnel. (300 hrs/yr.)		Same as straight time rate.

(2.)Total Annually \$ _____

OPTION B:

Specialty Service Classification (if any are anticipated).
\$ _____ /HR.

Appendix B - Contacts and After Hours “Call Out” list

During normal work hours			
Title and Name	Office Number	Cell Number	Beeper
After normal work hours			
Title and Name	Home Number	Cell Number	Beeper

XIII. INVOICES

Contractor will provide a sample invoice with this quote. This invoice must include the following items.

- **Clearly state on invoice who authorized work to be done, first and last name.**
- Name of the facility where work was performed.
- Address or location of the facility.
- County work order, purchase order or contract number.
- Problem corrected and description of work performed.
- Identifiers for equipment worked on; e.g. lift station number, pump number, serial number, horsepower, manufacturer, ...etc.
- For labor, name, classification, work performed, total straight time hours worked, total premium time hours worked and extended amount.
- For repair components, item, quantity, unit price and extended amount.
- For replacement equipment supplied and /or installed, item description, manufacturer, model number, serial number, location where delivered or installed, price, mark-up and extended amount.
- For crew, premium time hours for crew, rate for crew, crane use hours, rate and extended amounts.
- For any subcontracted work; name of subcontractor, work performed, price, mark-up and extended amount.
- For Miscellaneous items, e.g. overnight freight, pick-up or delivery charges, consumables, etc., item, cost, mark-up if any and extended amount.
- For specialty services, if any, service provided, name of provider, hours, rate and extended amount.

XIV. TERM OF QUOTE

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

XV. 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.

XVI. BASIS OF AWARD

The basis of award for this quote will be the overall low quoter. The overall low quoter will be determined by the Grand Total. In order for your quote to be considered pages 11, 12, 13, 16, 17, 18 and 21 must be returned by the opening date and time.

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

XVII. INSURANCE

Insurance shall be provided, per the attached insurance guide, prior to award.

XVIII. COMPENSATION RATE AND FEE SCHEDULE CHANGES

The quoted rates shall be firm and will not vary during the first two years of the agreement. However, if the awarded vendor requests a price increase during the remaining years of the contract, it will be reviewed by both the Department of Public Works (Utilities Division) and the Purchasing Division. If accepted by Lee County, the increase will only take effect after the awarded vendor receives the approval in writing from the Purchasing Division. All necessary documentation needed for review such as proof of increased costs to purchase repair materials, increased labor costs or whatever other types of increases needed must be provided for a determination to allow or reject a request for quote rate or discount changes

XIX. 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.

PRE-BID INFORMATION

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.

FYI-ESTIMATED DOLLAR VOLUME

The estimated annual expenditure for this project is \$700,000.00 however, no minimum amount is guaranteed.

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.

MAJOR CONTRACT - where unusual hazards exist, or where contracts which exceed three-hundred-sixty-five (365) calendar days in duration, or where the project costs exceed \$500,000.

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:

\$1,000,000 per accident
\$1,000,000 disease limit
\$1,000,000 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:

\$1,000,000 bodily injury per person (BI)
\$3,000,000 bodily injury per occurrence (BI)
\$1,000,000 property damage (PD) or
\$3,000,000 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:

\$1,000,000 bodily injury per person (BI)
\$3,000,000 bodily injury per occurrence (BI)
\$1,000,000 property damage (PD) or
\$3,000,000 combined single limit (CSL) of BI and PD

**The required limit of liability shown in Major Contracts: 1.a; 1.b; 1.c; may be provided in the form of "Excess" or "Commercial Umbrella Insurance Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

2. **Verification of Coverage:**

- a. Ten (10) days prior to the commencement of any work under the 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 policies.***

FORMAL QUOTATION Q-040698

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.

FORMAL QUOTATION Q-040698
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 3rd 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:

INTEROFFICE MEMORANDUM

TO: CHRIS JEFFCOAT
FROM: LARRY CLIFFORD
SUBJECT: PROJECT NO.: Q-040698
DATE: 1/18/2005
CC:

PUMP AND MOTOR REPAIR

Chris,

After careful consideration it is our recommendation that Mader Electric of North Ft. Myers be awarded the bid for Pump and Motor repair for Lee County Utilities Quote # Q-040698.

4

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR


SERVICES TO REPAIR, REPLACE OR SUPPLY UTILITY PLANT EQUIPMENT
i.e. PUMPS, GEARBOXES, BLOWERS, MOTORS AND OTHER RELATED EQUIPMENT

DATE SUBMITTED: 12-20-04

VENDOR NAME: Mader Electric Motors

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 

See Compensation Rate and Fee Schedule on page 16, 17 & 18. These pages are required to be returned along with pages 11, 12, 13 and 21.

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

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

YES X NO _____

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 _____ No X

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
Mader Electric Motors

BY (Printed):
Jeremy Mader

BY (Signature):
Jeremy Mader

TITLE: V.P.

FEDERAL ID # OR
S.S.# 65-0048538

ADDRESS:
18161 N. Tamiami Tr.
N. Ft. Myers, FL, 33903

PHONE NO.:
239-731-5455

FAX NO.: 239-731-8165

CELLULAR PHONE/PAGER NO.: 239-823-5039

LEE COUNTY OCCUPATIONAL LICENSE NUMBER:
787977

E-MAIL ADDRESS: maderelectricmotors@msn.com

REVISED: 7/28/00

FORMAL QUOTATION Q-040698

materials used under this contract. Vendor invoices for parts/materials shall be available for random audits to verify procurement costs.

Estimated annual hours and estimated expenditures given below are for evaluation purposes only and no minimum number of hours or dollars is implied.

Appendix A - Compensation Rate and Fee Schedule:

***What is your response time? 1 HOUR(S)

Hourly Rates – Personnel		(Basis of Award)	Straight Time
Classification			
In house Shop Technicians (300 hrs/yr)		300hrs x \$ <u>30</u> /hr =	\$ <u>9,000</u> /yr.
Machinists, lathe operators (350 hrs/yr.)		350hrs x \$ <u>30</u> /hr =	\$ <u>10,500</u> /yr.
Field Service Technicians (600 hrs/yr.)		600hrs x \$ <u>48</u> /hr =	\$ <u>28,800</u> /yr.
Technical Specialists (225 hrs/yr.)		225hrs x \$ <u>0</u> /hr =	\$ <u>0</u> /yr.
Shop Coordinator (225 hrs/yr.)		225hrs x \$ <u>0</u> /hr =	\$ <u>0</u> /yr.
Welder (225 hrs/yr.)		225hrs x \$ <u>25</u> /hr =	\$ <u>5,625</u> /yr.
Straight Time			
(1.) Total Annually			* \$ <u>53,925</u>

Hourly Rates – Equipment and Crew		(Basis of Award)	Straight Time
Item/Classification			
Crane – 20 ton with 75- foot reach. (150 hrs/yr.)		150hrs x \$ <u>85</u> /hr =	\$ <u>12,750</u> /yr
Two man crane crew. (150 hrs/yr.)		150hrs x \$ <u>40</u> /hr =	\$ <u>6,000</u> /yr
Transportation for field service personnel. (300 hrs/yr.)		300hrs x \$ <u>35</u> /hr =	\$ <u>10,500</u> /yr
Straight Time			
(2.) Total Annually			* \$ <u>29,250</u>

Mark-Ups (Basis of Award)	
Repair components (annual expense \$66,000)	\$66,000 x <u>12</u> %Mark up = \$ <u>73,920</u> annual cost ✓
New equipment (annual expense \$120,000)	\$120,000 x <u>15</u> %Mark up = \$ <u>138,000</u> annual cost ✓
Miscellaneous Items: e.g. overnight freight on special parts, consumables...etc	Cost plus a <u>0</u> % Mark-up
(3.) TOTAL ANNUALLY (For Mark-Ups add annual costs for repair & new)	*\$ <u>211,920</u> ✓

***GRAND TOTAL (Basis of Award)**

\$ 295,095

(Grand total includes all total annual costs for straight time and mark-ups only. Do not include Options A-Overtime or Option B-Specialty Service)

OPTION A

Hourly Rates – Personnel		(Option A) OVERTIME
Classification	Overtime shall not exceed time and a half. (125 hrs/yr overtime for all positions)	
In house Shop Technicians	125hrs x \$ <u>45</u> /hr = \$ <u>5,625</u> /yr.	
Machinists, lathe operators	125hrs x \$ <u>45</u> /hr = \$ <u>5,625</u> /yr.	
Field Service Technicians	125hrs x \$ <u>72</u> /hr = \$ <u>9,000</u> /yr.	
Technical Specialists	125hrs x \$ <u>25</u> /hr = \$ <u>3,125</u> /yr.	
Shop Coordinator	125hrs x \$ <u>0</u> /hr = \$ <u>0</u> /yr.	
Welder	125hrs x \$ <u>37.50</u> /hr = \$ <u>4,687.50</u> /yr.	
(1.) Total Annually	\$ <u>29,062.50</u>	

Hourly Rates – Equipment and Crew		(Option A) OVERTIME
Item/Classification	Overtime shall not exceed time and a half	
Crane – 20 ton with 75- foot reach. (150 hrs/yr.)	Same as straight time rate	
Two man crane crew. (150 hrs/yr.)	150hrs x \$ <u>60</u> /hr = \$ <u>9,000</u> /yr	
Transportation for field service personnel. (300 hrs/yr.)	Same as straight time rate.	

(2.) Total Annually

\$ 9,000

OPTION B:

Specialty Service Classification (if any are anticipated).
\$ _____ /HR.

Appendix B - Contacts and After Hours "Call Out" list

During normal work hours			
Title and Name	Office Number	Cell Number	Beeper
VP- Jeremy Mader	731-5455	823-5039	—
President- John Mader	731-5455	941-544-4851	—
Manager- John Mader Jr	731-5455	941-586-4539	—
Mechanic- Dave Maness	731-5455	823-6786	—
Foreman- Orlando Hernandez	731-5455	218-6679	—
After normal work hours			
Title and Name	Home Number	Cell Number	Beeper
VP- Jeremy Mader	540-5886	823-5039	—
President- John Mader	941-377-4269	941-544-4851	—
Manager- John Mader Jr	941-586-4539	941-586-4539	—
Mechanic- Dave Maness	543-9446	823-6786	—
Foreman- Orlando Hernandez	540-4880	218-6679	—

XIII. INVOICES

Contractor will provide a sample invoice with this quote. This invoice must include the following items.

- **Clearly state on invoice who authorized work to be done, first and last name.**
- Name of the facility where work was performed.
- Address or location of the facility.
- County work order, purchase order or contract number.
- Problem corrected and description of work performed.
- Identifiers for equipment worked on; e.g. lift station number, pump number, serial number, horsepower, manufacturer, ...etc.
- For labor, name, classification, work performed, total straight time hours worked, total premium time hours worked and extended amount.
- For repair components, item, quantity, unit price and extended amount.
- For replacement equipment supplied and /or installed, item description, manufacturer, model number, serial number, location where delivered or installed, price, mark-up and extended amount.
- For crew, premium time hours for crew, rate for crew, crane use hours, rate and extended amounts.
- For any subcontracted work; name of subcontractor, work performed, price, mark-up and extended amount.
- For Miscellaneous items, e.g. overnight freight, pick-up or delivery charges, consumables, etc., item, cost, mark-up if any and extended amount.
- For specialty services, if any, service provided, name of provider, hours, rate and extended amount.

XIV. TERM OF QUOTE

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

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?

18161 N. Tamiami Tr.

N. Ft. Myers, FL. 33903

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

10,000 sq. ft. total

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? 12

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

2 coil winding machines, burnout oven, dip/bake tanks, surge tester, hi potential tester, rotor tester, complete digital motor test center, tachometer, balancer, crane trucks, and other related equipment.

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

New motors upto 150 H.P., new pumps up to 20 H.P., new belts, pulleys, couplings, assorted electrical supplies, i.e. breakers, voltage monitors, fuses. Approximately 7,500 lbs. of inverter duty wire, and insulation materials. 21 Bearings in all standard sizes. All miscellaneous tools and equipment required for this contract.

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

Yes X No _____

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

We have provided pump and motor repair and
sales to Lee County Utilities collections
department for more then 5 years.

FORMAL QUOTATION Q-040698
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	PHYSICAL ADDRESS
Lee County Purchasing	Lee County Purchasing
P.O. Box 398 or	1825 Hendry St 3 rd Floor
Ft. Myers, FL 33902-0398	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:

UNCONTROLLABLE CIRCUMSTANCES

The bidder shall be aware during rainy season several well fields where pumps and motors need service may have difficulty accessing this equipment. Corkscrew Water Plant, Green Meadows Water Plant and Pinewoods Water Plant. Roadways and entryways to these areas will be flooded at certain times of the year. The choice of vehicle or equipment to enter these areas will need careful evaluation in order to complete the work. It is LCU's request that a mandatory site visit to these areas in question be arranged before bids are submitted. Utilities contact for site visits is Larry Clifford @ 239 707-1887. If the bidder chooses not to visit the sites mentioned above the bidder must sign a waiver stating as such. The request to waive the visitation is provided below.

Bidder chooses right to waive visit to sites mentioned above.

Sign Below waving site visit

Bidder waving site visit X _____

Witness X _____

Site visit completed 12/17/04 - *Jay Math*