

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

Blue Sheet No. 20051714

1. ACTION REQUESTED/PURPOSE: Approve award of Formal Quotation No. Q-060021 Purchase of Natural Resources Monitoring Equipment, to the low quoter meeting specifications, AMJ Equipment Corporation, at a cost of \$80,574. as listed on the attached Lee County Tabulation Sheet.

2. WHAT ACTION ACCOMPLISHES: Purchases over \$50,000 must be board approved.

3. MANAGEMENT RECOMMENDATION: Provides an established quote to purchase equipment for the Best Management Practices grant project for Lee County Division of Natural Resources.

| | | |
|--|---|--|
| 4. Departmental Category: 8 C8C | | 5. Meeting Date: 12-13-2005 |
| 6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On | 7. Requirement/Purpose: (specify) | |
| | Statute _____ | |
| | Ordinance _____ | |
| | <input checked="" type="checkbox"/> Admin. Code AC-4-1 | |
| | Other _____ | |
| | | 8. Request Initiated: Commissioner _____ Department _____ Division <u>Natural Resources</u> By: <u>Roland Ottolini, Director</u> <i>[Signature]</i> |

9. Background: On November 15, 2005, the Division of Purchasing received sealed quotations for the purchase of monitoring equipment for Natural Resources. On that date, two responses were received; of which one was a no bid. The quotations have been thoroughly reviewed, and a recommendation is being made to award to AMJ Equipment Corporation as the low quoter meeting all specification requirements.

Funding is available: 41098300100.506410 and 41098300100.505280

Please See Attachments:

- (1) Tabulation Sheet
- (2) Department's Request to Quote
- (3) Specifications
- (4) AMJ Quotation
- (5) Department Recommendation
- (6) Results from Vendor Research

10. Review for Scheduling:

| Department Director | Purchasing or Contracts | Human Resources | Other | County Attorney | Budget Services | | | County Manager/P.W. Director |
|--------------------------------|-------------------------------|-----------------|-------------------------------|-------------------------------|-------------------------------|----------------------------|------------------------------|--------------------------------|
| <i>[Signature]</i> 11-30-05 | <i>[Signature]</i> 12-1-05 | N/A | <i>[Signature]</i> 12-1-05 | <i>[Signature]</i> 12-1-05 | Analyst <i>[Signature]</i> | Risk <i>[Signature]</i> | Grants <i>[Signature]</i> | <i>[Signature]</i> 11-30-05 |

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

| |
|----------------------------|
| RECEIVED BY COUNTY ADMIN: |
| 12-1-05 |
| 11:34 |
| COUNTY ADMIN FORWARDED TO: |
| P.M. 12:00 |
| 12-1-05 |

| |
|----------------------|
| Rec. by CoAtty |
| Date: 12/1/05 |
| Time: 10:20 AM |
| Forwarded to: C.M.S. |
| 12/1/05 |

**MEMORANDUM
FROM
THE DEPARTMENT OF
PUBLIC WORKS
Division of Natural Resources**

ATTACHMENT 2

Date: September 26, 2005

TO: Janet Sheehan
Purchasing

From: Roland Ottolini, P.E. 

SUBJECT: Request for Procurement of Equipment

Please find attached various information provided by our consultant, Johnson Engineering, on equipment necessary to complete our Best Management Practices grant project. Funds are available in account no. 22098330100. Due to the total cost of all equipment, we respectfully request procurement of these items through the established methods of Purchasing.

Should you have any questions or comments, our project manager is Anura Karuna-Muni, P.E., telephone 479-8131. Thank you in advance for your assistance.


Attachments

05 SEP 28 AM 8:26

**MEMORANDUM
FROM
THE DEPARTMENT OF
PUBLIC WORKS
Division of Natural Resources**

Date: September 29, 2005

TO: Janet Sheehan
Purchasing

From: Roland Ottolini, P.E. 

SUBJECT: Request for Procurement of Equipment Specifications

We received the attached specifications from our consultant, Johnson Engineering, today. I apologize for not being able to include with our earlier correspondence. A table is included below to assist your staff with quoting this equipment.

| ITEM DESCRIPTION | COMPONENTS/NOTES (SEE PROPOSAL) | QTY | SPECIFICATION INCLUDED |
|------------------------------------|--|-----|------------------------|
| Transportable Refrigerated Sampler | (1) Sampler 68-2970-003 (2) Sample Collection Containers 68-2970-002 (3) Vinyl Suction Line with SS Strainer 60-9004-379 (4) Internal Modem 60-5314-489 | 8 | Yes |
| Solar Panel | 60-5314-347 | 8 | No |
| Mobility Cart | 68-2960-004 | 7 | No |
| Vinyl Suction Tubing 3/8" ID | 100' Length 68-1680-058 | 4 | No |
| Rain Gauge | 60-3284-001 | 3 | Yes |
| Area Velocity Flow Module | Flow Module with Area Velocity Sensor 68-2050-002 | 4 | Yes |
| Bubbler Flow Module | 68-6700-050 | 4 | Yes |
| Vinyl Bubble Line 1/8" | 400' 60-5304-706 | 1 | No |
| Pressure Water Level Data Logger | Infinites Quote | 3 | No |

Should you have any questions or comments, our project manager is Anura Karuna-Muni, P.E., telephone 479-8131. Thank you in advance for your assistance.

Attachment

LEE COUNTY, FLORIDA
 PROPOSAL QUOTE FORM
 FOR
 NATURAL RESOURCES MONITORING EQUIPMENT

ATTACHMENT 4

DATE SUBMITTED: November 14, 2005

VENDOR NAME: AMJ Equipment Corporation

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: _____

ITEM # 1
 TRANSPORTABLE REFRIDGERATED SAMPLER 5,840 EA X 8 = 46,720 TOTAL

ITEM # 2
 SOLAR PANEL 550 EA X 8 = 4,400 TOTAL

ITEM # 3
 MOBILITY CART 425 EA X 7 = 2,975 TOTAL

ITEM # 4
 VINYL SUCTION TUBING 3/8" ID 100' IN LENTH 65 EA X 4 = 260 TOTAL

ITEM # 5
 RAIN GAUGE 695 EA X 3 = 2,085 TOTAL

ITEM # 6
 AREA VELOCITY FLOW MODULE 3,495 EA X 4 = 13,980 TOTAL

ITEM # 7
 BUBBLER FLOW MODULE 1,865 EA X 4 = 7,460 TOTAL

ITEM # 8
 VINYL BUBBLE LINE 1/8" 400' 240 EA x 1 = 240 TOTAL

ITEM # 9
 PRESSURE WATER LEVEL DATA LOGGER 818 EA X 3 = 2,454 TOTAL

GRAND TOTAL \$ 80,574.00

TO BE DELIVERED WITHIN 45 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

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

Yes _____ No X

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

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

Are there any modifications to the quote or specifications:

Yes _____ No _____

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

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

FIRM NAME AMJ Equipment Corporation

BY (Printed): Brian Bendis

BY (Signature): *Brian J Bendis*

TITLE: Environmental Applications Specialist

FEDERAL ID # OR S.S.# 59-1797975

ADDRESS: 5101 Great Oak Drive
Lakeland FL 33815

PHONE NO.: 863-682-4500

FAX NO.: 863-687-0077

CELLULAR PHONE/PAGER NO.: 813-758-0719

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: bbendis@amjequipment.com


REVISED: 7/28/00

**MEMORANDUM
FROM
THE DEPARTMENT OF
PUBLIC WORKS
Division of Natural Resources**

ATTACHMENT 5

Date: November 22, 2005

TO: Patti Armbruster
Purchasing

From: Roland Ottolini, P.E. 

**SUBJECT: Formal Quotation Q-0060021
Natural Resources Monitoring Equipment**

Based on the quotation(s) received on the above referenced quotation, we recommend awarding Q-0060021 to the sole quoter, AMJ Equipment for the total price of \$80,574.00. Due to the highly specialized and technical nature of this equipment, we are not surprised by the lack of interested parties. We have found it difficult to find competitors (or state/federal contracts) for most of the components of our surface water monitoring network based on manufacturer's licensing and distribution policies.

Funds are available as follows:

21098330100.506410 and 21098330100.505280 as appropriate

Thank you for your terrific effort on our behalf. Should you require any further information, do not hesitate to contact this office.

Attachment

05 NOV 23 AM 8:20

ATTACHMENT 6

Vendor Responses

Lee County Purchasing surveyed the following random vendors to determine why they did not submit quotes. Their responses were as follows:

Nathan at Alpha Valve and Controls Inc: "Oversight, I would of liked to bid that."

Spokesman at US Filter Davis Process: "They use the equipment, but do not sell it."



LEE COUNTY
SOUTHWEST FLORIDA

PROJECT NO.: Q-0600 **ATTACHMENT 3**

OPEN DATE: NOVEMBER 15, 2005

AND TIME: 2:30 P.M.

REQUEST FOR QUOTATIONS

TITLE:

NATURAL RESOURCES MONITORING 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 Floor
FORT MYERS, FL 33901

**BUYER: PATTI ARMBRUSTER, CPPB
PURCHASING AGENT
PHONE NO.: (239) 344-5451**

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

Upon receipt of a timely filed "Notice of Intent to File a Protest", the Purchasing Director or Public Works Director (as appropriate) may abate the award of the formal bid/quote/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/quote/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six (96) hours of the action giving rise to the contractor/vendor/firm's Protest, or as soon as may be practicable for all parties. The "Notice of Intent to File a Protest" shall serve as the grounds for the affected party's presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.

Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.

Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.

If the Board's decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board's final determination concerning the award.

All formal bid/quote/proposal solicitations shall set forth the following statement:

“FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.”

11. **PUBLIC ENTITY CRIME**

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

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

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

13. **MATERIAL SAFETY DATA SHEETS**

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

14. **MISCELLANEOUS**

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

15. **WAIVER OF CLAIMS**

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

16. **AUTHORITY TO PIGGYBACK**

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

17. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

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

c) **Disadvantaged Business Enterprises**

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

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

d) **Anti-Discrimination**

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

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

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

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

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

Where any information required of the vendor is in the exclusive possession of another who fails 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.

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
NATURAL RESOURCES MONITORING 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: _____

ITEM # 1
TRANSPORTABLE REFRIDGERATED SAMPLER _____ EA X 8 = _____ TOTAL

ITEM # 2
SOLAR PANEL _____ EA X 8 = _____ TOTAL

ITEM # 3
MOBILITY CART _____ EA X 7 = _____ TOTAL

ITEM # 4
VINYL SUCTION TUBING 3/8" ID 100' IN LENTH _____ EA X 4 = _____ TOTAL

ITEM # 5
RAIN GAUGE _____ EA X 3 = _____ TOTAL

ITEM # 6
AREA VELOCITY FLOW MODULE _____ EA X 4 = _____ TOTAL

ITEM # 7
BUBBLER FLOW MODULE _____ EA X 4 = _____ TOTAL

ITEM # 8
VINYL BUBBLE LINE 1/8" 400' _____ EA x 1 = _____ TOTAL

ITEM # 9

PRESSURE WATER LEVEL DATA LOGGER _____ EA X 3 = _____ TOTAL

GRAND TOTAL \$ _____

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

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

Yes _____ No _____

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

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

Are there any modifications to the quote or specifications:

Yes _____ No _____

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

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

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S.# _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: _____

REVISED: 7/28/00

LEE COUNTY, FLORIDA
DETAILED SPECIFICATION
FOR
NATURAL RESOURCES MONITORING EQUIPMENT

SCOPE

The intent of this quote is to establish a contract for the purchase of Equipment for the Best Management Practices grant project, for Lee County Division of Natural Resources.

REQUIRED EQUIPMENT

The equipment required under this quote shall be the manufacturer's latest production model, and be new and unused.

DELIVERY REQUIREMENTS

The grand total cost quoted for this equipment shall include F.O.B. Ft. Myers, FL delivery to the following location:

Lee County Division of Natural Resources
1500 Monroe Street
Fort Myers, FL 33901

Pre-delivery service should include proper operating conditions, and overall check for safe operating condition.

BASIS OF AWARD

The basis of award for this quote shall be the overall low quoter meeting specifications.

GENERAL INFORMATION

The materials used in this equipment shall be of good commercial quality for the intended service; and shall be produced by the use of current manufacturing processes.

LOCAL BIDDER'S PREFERENCE

Note: In order for your firm to be considered for the local vendor preference, you must complete and return the Attachment A "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.

**LEE COUNTY, FLORIDA
TECHNICAL SPECIFICATION
FOR
NATURAL RESOURCES MONITORING EQUIPMENT**

ITEM # 1**Transportable Refrigerated Sampler Specifications****ISCO Avalanche Sampler (68-2970-003) or equal****1) Instrument**

There shall be furnished a refrigerated sampler equally suited for permanent site or portable, sequential and composite sampling applications. The instrument shall be capable of collecting samples from a variety of liquid sources. The instrument shall route samples to storage containers for collection and off-site analysis. The instrument shall be suited to collect priority pollutant or general purpose samples in multiple bottles or a single bottle. The unit shall be powered by either a DC source or by line voltage.

2) Physical Description

The sampler shall be 30.5 inches (77.5cm) tall, 14 inches (35.6 cm) wide and 24 inches (60 cm) long. The weight of the sampler without the mobility cart shall not exceed 76 pounds (34.5 kg). The controller shall be mounted outside the refrigerator but will be an integral component of the system. The collected sample shall be stored in a refrigerated enclosure capable of maintaining the compartment temperature to an average of $1.0^{\circ}\text{C} \pm 1^{\circ}$ in ambient temperatures from 14°F to 105°F (-10° to 40°C) while samples are being collected and maintain the compartment temperature to an average of $3.0^{\circ}\text{C} \pm 1^{\circ}$ following the last sample at ambient temperatures of 32°F to 105°F (0 to 40°C) after the samples have been collected. The sampler shall have an active cooling and temperature monitoring system to allow for precise temperature control of the collected samples.

3) Refrigerator

A) The exterior of the refrigerator shall be constructed of powder-coated steel and embossed polystyrene plastic. The interior of the refrigerator shall be ABS plastic for easy cleaning and to inhibit bacterial growth. The copper refrigeration lines and the condenser coil shall be enamel-coated to resist corrosion. The evaporator plate shall be powder-coated with epoxy to resist corrosion. The refrigerator shall include 30 mm of rigid foamed-in-place polyurethane foam insulation. The interior shelf and adaptor shall be polyester-coated aluminum.

B) The unit shall be powered by line power (120 VAC 60 Hz or 240 VAC 50/60Hz) or by a 12 VDC deep-cycle marine battery.

4) Sampler Controller

A) All electrical components shall be housed in a single controller. There shall be no external electrical or control components. The controller shall use a 4 line, 20 characters per line display to show sampler and attached module status and program information. This display shall be angled for easy viewing and backlit for easy use in all light conditions. A 17 position keypad shall be used for all program entries, manual control of the sampler, and data transfer functions. The sealed control unit shall be removable to allow use with either a portable or refrigerated sampler. Program firmware shall be stored in Flash

memory. This shall allow program software updates to be transferred to the sampler without opening the sampler enclosure.

- B) The control box shall be constructed of ¼" thick Noryl® plastic and the enclosure shall conform to NEMA 4X, 6 (IP 67 control box, IP 17 pump) standards for water tight, dust tight, corrosion resistance and submersion. A desiccator shall be located inside the control box to prevent moisture damage to electrical components.
- C) The sampler controller shall be powered by 12 VDC supplied by the refrigerator unit.
- D) Samples shall be collected using a peristaltic pump. This pump shall produce typical line velocities of 3.0 feet per second in a 3/8 inch (0.95cm) ID suction line at 3 feet (1 m) of head. At 25 feet (7.6 m) of head the pump shall typically produce a line velocity of 2.2 feet (0.67 m) per second. The pump shall be capable of lifting a sample 28 feet (8 m). The body of the peristaltic pump shall be an integral part of the sampler controller. The pump shall be constructed of high strength Noryl plastic and designed for corrosion resistance and long tubing life. Before and after each sample is collected, the pump shall air purge the suction line. Pre-purges and posts-purges shall be automatically controlled, and no pre-calibration adjustments are required. User selectable purge lengths shall also be available. The sample stream shall be a direct path from sample source to sample bottle. Samples shall not pass through metering chambers or other diversions. The pump shall include a latched cover and thumbscrew opening for the replacement of pump tubing. The pump shall include a built-in safety interlock. With the opening of the pump's latch and band, all power shall be removed from the sampler's pump motor, to eliminate the possibility of a pump activation injuring personnel.
- E) The sampler shall typically deliver sample volumes with an accuracy of 10 ml or 10%, whichever is greater, of the programmed value. The sample volume repeatability shall be 5 ml or 5%, whichever is greater, of the average of the maximum and minimum sample volume in the sample set. The user can select sample volumes from 10 to 9,990 ml in 1 ml increments. The liquid detector also monitors for anomalies in the sample collection process. If no liquid is detected, the sampler shall be capable of retrying the sampling sequence up to three times. Additionally, the sampler shall be capable of being programmed to rinse the suction line with the source liquid up to three times.
- F) **Liquid Detector**
The sampler shall utilize a non-wetted, non-conductive detector to sense the presence of the liquid. The sensor shall not be dependent on, or affected by, the chemical or physical properties of the liquid or its contents. The sensor shall not require routine maintenance or cleaning. The liquid detection system shall minimize the effects of changing head, intermittent flow in the suction line, or variable battery conditions on sample volume. After initial detection of liquid, the sensor shall monitor for the presence of liquid during the sample collection sequence. Additionally, the liquid detector shall be used to detect bottle full conditions when the sampler is operated in the single bottle sampling mode.
- G) **Pump Revolution Counter**
After liquid detection, the pump revolution counter shall count actual pump revolutions to determine sample volume delivery to the storage containers. If liquid flow is interrupted during the sample collection sequence, the detector shall inhibit the pump revolution

counter from incrementing until liquid flow is restored. Automatic compensations for air slugs in the sample shall be made by the delivery system. Additionally, the pump revolution counter shall monitor the total number of pump revolutions and alert the user when a pre-selected number of counts has been reached. This tubing life indicator shall alert the user to the need to replace the pump tubing. This indicator shall be on the sampler's display screen. The pump tubing used shall be specially treated to minimize water extractable pollutants. Specially designed bands shall indicate the correct placement of the tubing inside the pump. The tubing shall typically last for a minimum of 1,000,000 pump counts. One pump revolution is equivalent to 12 pump counts.

H) Programming

The sampler controller shall have two programming modes; standard and extended. Additionally, two styles of programming shall be available: quick view and sequential programming styles. There shall be a sequence available to select either standard or extended programming. On-line help shall be available to direct the user through the programming sequence or refer to specific sections in the instruction manual. The sampler shall provide 512 kilobytes of battery-backed RAM memory with a minimum life of five years. This memory shall maintain the sampler's program settings, stored programs, and the results of the last sampling sequence when the sampler is turned off or an external power interruption occurred. A user-initiated diagnostics routine shall determine the operational status of the sampler. Any error conditions detected by the diagnostic routines shall be displayed to the user.

i) Standard programming shall allow the user to define specific program operational parameters. Additionally, the sampler shall be able to be programmed to operate on specific days of the week. The user can program the sampler to collect sequential or composite samples at user-definable intervals. A delay to first sample collection shall be programmable in minutes from 0 to 9,999 or by the real-time clock or eliminated. The user shall be able to enter a 10 character alpha numeric description as a sampling site name.

1) Time Pacing, Standard Programming

The sampler shall use an internal real-time clock to provide time and date information. Uniform time paced samples shall be collected at regular time intervals from 1 minute to 99 hours and 59 minutes.

2) Flow Pacing, Standard Programming

The sampler shall accept a 12V DC flow proportional pulse or isolated dry contact closure from an external flow meter for flow pacing. The pulse or contact closure shall be at least 50 ms in duration. The user shall select the number of flow pulses as the flow interval for each sample collection. If connected to a 700 series flow module, flow pacing shall be stated in interval flow volume between each sample.

ii) Extended programming shall allow the user to enter intricate programs for sample collection. All options available in standard programming mode are available with extended programming. The sampler shall have the ability to be programmed for up to 2 real-time pause/resume sampling times. The pause/resume routines and delay to the first sample are independent of the sample pacing interval. The sampler shall be capable of storing up to 5 sampling routines. The duration and frequency of purges can be controlled by the user in this mode. Sample retries and line rinses shall be selectable

from 0 to 3. The user shall be able to enter a 10 character alpha numeric description as a sampling site name. The user shall also be able to enter 10 character alphanumeric names for each stored sampling program.

- 1). Two part programming shall provide multiple sample pacing for collecting independent samples in distinct bottle sets. This shall be used for storm water runoff monitoring or other applications. Sample volumes and intervals for the independent samples shall be separately programmed. All programming options shall be available for the independent programs. These two distinct programs shall be capable of being initiated separately by external conditions.
- 2) Time Pacing of Samples, Enhanced Programming
The sampler shall use an internal real-time clock to provide time and date information. Uniform time paced samples shall be collected at regular time intervals from 1 minute to 99 hours and 59 minutes. Additionally, non-uniform time interval sampling shall be available. These non-uniform time intervals shall be capable of being paced by clock time, or in specific minute intervals for each sample collected. An additional non-uniform timed sampling mode shall allow the user to enter the number and volume of samples to collect and a time period to complete the sampling routine. The sampler shall then randomly select and record each sample collection.
- 3) Flow Pacing of Samples, Enhanced Programming
The sampler shall accept a 12V DC flow proportional pulse or isolated dry contact closure from an external flow meter for flow pacing. The pulse or contact closure must be at least 50 ms in duration. The user shall select the number of flow pulses as the flow interval for each sample collection. If connected to a 700 series flow module, flow pacing can also be stated in interval flow volume between each sample.
- 4) Flow Dependent Sample Volumes
For extended programs that are uniform time paced, a flow-dependent-sample-volume option shall be offered. If a flow module is attached, the input signal shall be the module's flow volume. Otherwise, it shall be the flow pulse count at the external flow meter connector. The user shall enter the amount of flow required for each 10 ml of sample. At sample time, the sample volume shall be calculated based on the flow that occurred since the last sample. This sample volume will be at least 20 ml, but not more than bottle volume (or 9990 ml, whichever is smaller). No sample shall be taken at the start time.
- 5.) Event Paced Sampling
This mode of sampling shall allow the user to select specific external events to pace a sampling routine. A sample shall be collected when specific external events occur. Sampling shall take place with each occurrence of the external event.
- 6). Command Driven Mode
There shall be provided an operational mode where the sampler shall be fully controlled through an external device. The external controller shall be responsible for determining when to take a sample, how much volume to pump, and where to put the sample. The external controller shall directly interface to the sampler via an

RS-232 communications port at 2400 baud, 8 data bits, 1 stop bit, and no parity. A comma-separated-value protocol is used by the external controller to make requests, and by the sampler to report results. At the appropriate time as determined by the external controller, a command is sent to the sampler. The sampler shall move the distribution arm to the appropriate location and collect the volume of sample directed by the controller. After sample collection, the sampler shall signal back to the controller that the sample was successfully captured, or any operational faults that can be detected by the sampler.

- iii) Sample distribution shall be through the use of a worm gear drive mechanism. This system shall lock the corrosion-resistant distribution arm above the appropriate sample container. A dual optical sensor shall be used for positive location of the distributor arm. A single distributor arm shall be used for all bottle configurations.
- iv) The sampler program shall allow the user to select from 3 types of sample distribution: samples per bottle, bottles per sample and multiple bottle compositing. In the samples per bottle mode, a minimum of 15 samples shall be capable of being deposited in each sample container. In the bottles per sample mode, all sample bottles shall be capable of being filled with a single initiation. Multiple bottle compositing shall allow the user to place multiple samples in a single bottle while simultaneously creating a duplicate bottle or set of bottles. The sampler shall switch bottles after a period of time has elapsed, or a predetermined number of samples have been collected.

1) **Sampler Controller Outputs**

- i) Optional analog outputs shall be available. A maximum of three programmable analog outputs shall be available. These outputs shall be configurable to either 4-20 mA or 0-20 mA. These outputs shall be programmable for any parameter measured by the sampler with the exception of rainfall.
- ii) A serial data output shall be available. ASCII data shall be transmitted at user selectable intervals of 15 seconds, 1 minute, 5 minutes, or 15 minutes. Additionally the data output can be accessed by sending a specific command to the sampler. Baud rates shall be selectable from: 1200, 2400, 4800, or 9600. At all baud rates, the data shall be sent with no parity, 8 data bits, and one stop bit. Data shall be in a comma-separated-value format.
- iii) There shall be available a programmable input/output (I/O) port that shall initiate a signal, based on monitored events, capable of activating an optional single, dual, or triple contact closure for controlling external devices or signaling other equipment. The signal is a 5 volt CMOS digital signal programmable to activate high or low, based on a programmed TRUE or FALSE condition(s). These outputs shall be programmable through the front panel and can be re-configured by the user.
- iv) The sampler shall track how much power has been consumed since the last time it lost power. The current power consumption, as well as the previous power consumption, shall be accessed by pressing the STOP key while in the main menu.
- v) For those programs that have delayed or scheduled start times, parameter readings shall be displayed while waiting for the start time. At the start time for the sampling

program, the totalizer shall be reset to display total flow information for the sampling program. Parameter and flow readings shall also be displayed after the program is complete. Additionally, the sampler shall be capable of operating as a display and logging unit only.

J) **Sampler Controller Inputs**

- i) The sampler controller will include an SDI-12 input interface. The controller will function as a SDI-12 logger. A maximum of 10 input devices can be attached to the sampler controller. A maximum of 8 parameters from the sensors which may include multi-parameter sondes can be stored in the controller's memory, and an additional 8 parameters can be used for program initiation or event paced sampling.

5) **Suction Lines and Strainers**
ISCO (60-9004-379) or equal

The sampler shall require a suction line and strainer. The suction line shall be made of 3/8 inch (.95 cm) ID vinyl. The suction line shall have a factory-installed standard 3/8" weighted polypropylene/SS strainer.

6) **Sample Collection Containers**
ISCO Avalanche 4 Bottle Configuration (68-2970-002) or equal

The sampler shall be supplied with four sample collection container(s). The four container(s) shall be 5000 ml polypropylene, 5 liter bottles with caps, two discharge tubes, and adapter.

7) **External Phone Modem**
ISCO SPA 1489 (60-5314-489) or equal

The sampler shall include an external digital cell phone modem and antenna. This modem shall operate at a transfer speed of 2400 Baud. The modem shall be capable of enabling the transfer of stored data from the sampler to a PC, and alarm information via digital text messages. In addition, software shall be available to enable the sampler to accept remote commands via the modem. These shall include: Sample program initiation, selection of stored program to operate, or the end of a sampling routine.

ITEM # 2
Solar Panel Specifications
ISCO SPA1347 (60-5314-347) or equal

40 Watt Solar Panel for use with customer supplied battery. Includes Pole Mount Bracket.

ITEM # 3
Mobility Cart Specifications
ISCO Avalanche/Glacier Mobility Kit (68-2960-004) or equal

Mobility kit includes frame with lifting handles, pneumatic wheels, and pull handle.

ITEM # 4

Vinyl Suction Tubing Specifications

ISCO (68-1688-058) or equal

Vinyl suction tubing, 3/8" ID x 100' in length.

ITEM # 5

Rain Gauge Specifications

ISCO Model 674 (60-3284-001) or equal

8) INSTRUMENT

- A) There shall be supplied a rain gauge suitable for rainfall measurement. A tipping bucket shall be used to measure rainfall.

9) RAINGAUGE

- A) The rain gauge shall be of the tipping bucket type. The rain gauge shall have an 8 inch (20 cm) diameter orifice.
- B) The bucket shall tip with every 0.01 inch (0.25 mm) of rainfall. Rainfall shall be measured with an accuracy of +/- 1% at a rainfall rate of 2 inches (50mm) per hour, and +3%/-4% at a rainfall rate of up to 5 inches (125 mm) per hour. The rain gauge shall have a capacity of 22 inches (560 mm) per hour.
- C) The bearings on the tipping bucket shall be spring-loaded sapphire jewel bearings to prevent damage to the bearings and ensure consistent operation over an operating temperature range of 32 to 140 degrees F (0 to 60°C).
- D) The rain gauge shall have 3 leveling knobs and a bubble level to aid in leveling the rain gauge after it is fastened down.
- E) A magnetic reed switch shall provide an isolated, dry contact closure of at least 50 millisecond duration with each tip of the bucket. A 50 foot (15.2 m), 2 conductor cable, and 4 pin connector shall provide connection to a flow meter, sampler or other instrument.
- F) The rain gauge shall be constructed of stainless steel, aluminum, and plastic. All metal parts shall be coated, plated, or painted. There shall be screens on all openings to prevent leaves, insects, and other debris from clogging the rain gauge.

ITEM # 6

Area Velocity Flow Module Specifications

ISCO 2150 (68-2050-002) or equal

10) INSTRUMENT

- A) There shall be furnished an open-channel flow module suitable for multi-site monitoring. An area/velocity sensor shall be used to measure flow rate. A battery module shall provide power to operate the flow module. It shall be possible to stack and/or

interconnect multiple flow modules in the field for simultaneous monitoring of multiple flow streams and/or for obtaining redundant measurements.

11) AREA VELOCITY SENSOR

- A) The sensor shall directly measure average liquid velocity using the ultrasonic Doppler method. The sensor shall not require a multiplying factor based on flow depth to convert a point velocity to the average liquid velocity. The sensor shall not require velocity profiling and calibration at the measurement site. The sensor shall not contain electrical contacts exposed to the liquid to measure velocity. The sensor shall contain an automatic gain control amplifier that shall automatically adjust its gain based on the strength of the received Doppler signal.
- i) The Doppler velocity measurement frequency shall be 500 kHz with a transmission angle of 20 degrees. The velocity measurement range of the sensor shall be from -5 to +20 feet per second (-1.5 to +6.1 meters per second). The velocity in water with a uniform velocity profile and a speed of sound of 4850 feet per second (1480 meters per second) shall be measured with a maximum error of ± 0.1 feet per second (± 0.03 meters per second) over a range of -5 to +5 feet per second (-1.5 to +1.5 meters per second), and $\pm 2\%$ of reading over a range of 5 to 20 feet per second (1.5 to 6.1 meters per second). The typical minimum depth for velocity measurement shall be 0.08 feet (0.025 m).
- B) The sensor shall contain a differential integrated circuit pressure transducer to measure the hydrostatic pressure of the liquid to determine the liquid depth.
- i) The level measurement range of the sensor shall be from 0.033 to 10.0 feet (0.010 to 3.05 m). The level shall be measured with a maximum error of ± 0.008 feet per foot (± 0.008 m per m) over a range of 0.033 to 5.0 feet (0.010 to 1.52 m), and ± 0.012 feet per foot (± 0.0012 m per m) for levels greater than 5.0 feet (1.52 m). The temperature coefficient shall be ± 0.0035 feet per degree F (± 0.0019 m per degree C) over the compensated temperature range of 32° to 122° F (0° to 50° C).
- ii) The pressure transducer in the sensor shall be factory calibrated, with the calibration data stored as digital values in a microcontroller in the sensor. The sensor shall not contain potentiometers to calibrate the pressure transducer. It shall not be necessary to recalibrate the flow module, other than programming the current flow stream level, if the sensor is interchanged with another sensor. The analog output of the pressure transducer shall be converted to a digital value in the sensor, and the sensor shall transmit to the flow module a digital signal corresponding to the current level measurement. The sensor shall not transmit to the flow module an analog signal corresponding to the current level measurement. The flow module shall store the date and time that the level measurement was last adjusted.
- C) The sensor shall be 0.75 inches (1.9 cm) in height and 1.31 inches (3.3 cm) in width. The cable shall terminate in a push-on, quick-connect connector so that the sensor can be easily removed and replaced in the field. The connect cable for the sensor shall include a vent tube that shall reference one side of the pressure transducer to atmospheric pressure. The flow module shall include an internal desiccant cartridge with a

replaceable hydrophobic filter to protect the atmospheric reference from moisture. Sensor materials exposed to the flow stream shall be epoxy, stainless steel, polyvinyl chloride (PVC), and chlorinated polyvinyl chloride (CPVC).

12) FLOW MODULE

- A) The flow module shall be a field-interchangeable measurement and data storage system. It shall be possible to stack and interlock a flow module and a battery module in the field to build a compact, integrated system. It shall also be possible to stack and interlock any combination of up to four area velocity modules in the field to monitor multiple flow streams at the same time and/or to obtain redundant measurement. It shall also be possible to unstack flow modules to use them at separate sites with separate battery modules. The flow module shall also be capable of being located up to 3300 ft. (1000 m) from other flow modules, with all of the flow modules connected with a twisted pair cable for communication. Each flow module shall contain its own microprocessor, so that a failure in one flow module shall not affect the operation of any other stacked and/or interconnected flow modules.
- B) The flow module shall be capable of accepting up to 2 flow rate conversions, each of which can be either a level-to-area conversion or a level-to-flow rate conversion, allowing comparison of flow rates calculated using, for example, the continuity equation and the Manning formula. The flow module shall be capable of calculating 2 total flows, each of which shall be capable of being based on either flow rate conversion. Each total flow calculation shall accumulate either net, positive or negative total flow with user-selectable resolution.
- i) For level-to-area conversions, the flow module shall convert measured liquid level readings into the area of the flow using internal conversion algorithms. The flow module shall contain conversion information for round, U-shaped, rectangular trapezoidal and elliptical channels. The flow module shall accept a silt level measurement and adjust the area of the flow appropriately. The flow module shall also accept up to 50 level-area points.
 - ii) For level-to-flow rate conversions, measured liquid level readings shall be converted into corresponding flow rate readings using internal conversion algorithms. The flow module shall accept conversion information for V-notch weirs, rectangular weirs with and without end contractions, Cipolletti weirs, Isco Flow Metering Inserts, and Thel-Mar Weirs, and Parshall, Palmer-Bowlus, Leopold-Lagco, trapezoidal, H, HS, and HL flumes. For monitoring in applications using the Manning formula in round, U-shaped, rectangular, and trapezoidal channels, the flow module shall accept information for channel configuration and size, and slope and roughness coefficient. The flow module shall accept up to 50 level-flow rate data points. The flow module shall accept a two-term, level-flow rate polynomial equation.
- C) The flow module shall optionally be capable of pacing a compatible automatic portable refrigerated sampler.
- D) The internal data storage memory in the flow module shall have a capacity of 395,000 bytes, equal to up to 79,000 readings, equal to over 270 days of level and velocity readings

at 15 minute intervals plus total flow and input voltage readings at 24 hour intervals. The flow module shall store data in rollover mode. The flow module shall be capable of storing level, velocity, flow rate, flow rate 2, total flow, total flow 2, and input voltage data. The data storage interval for each type of data shall be individually selectable from OFF, 15 or 30 seconds, 1, 2, 5, 15, or 30 minutes, or 1, 2, 4, 12 or 24 hours. The flow module shall be capable of variable-rate data storage, with the data storage interval changing based on level, velocity, flow rate, flow rate 2, total flow, total flow 2, or input voltage. It shall be possible to change the data storage setup for any data type at any time without disrupting the data storage of any other data types. It shall be possible to delete all data stored in the data storage memory. When reset, the flow module shall automatically revert to default settings, with level, velocity, and flow rate stored at 15 minute intervals, and total flow and input voltage stored at 24 hour intervals. The flow module shall store signal strength and spectrum strength diagnostics from the last 10 valid and the last 10 invalid velocity measurements.

- E) The flow module shall be programmed using a software program that shall operate on an IBM PC or compatible computer. The software shall also retrieve stored data from the flow module, and generate graphs and reports from stored data. The computer shall communicate with the flow module using a direct RS-232 connection at 38,400 baud. Connection to the flow module shall be made with a cable with a push-on, quick-connect connector that can be easily connected and removed in the field. If multiple flow modules are stacked and/or interconnected, a single connection between the computer and any one of the flow modules shall be capable of programming and retrieving stored data from all of the flow modules.
- F) The flow module shall contain 2 non-volatile, programmable Flash memories, one for the program memory and one for the user program and the stored data. The program memory shall be capable of being updated via the serial port on the flow module without opening the enclosure. The flow module shall retain the user program and all stored data during program memory updates.
- G) The flow module shall be capable of being configured identically to the configuration of a module it is replacing in the field.
- H) The flow module shall be powered by 12 volt DC. Power shall be supplied by one or more stacked and/or interconnected battery modules. Typical battery life for one flow module with 15 minute reading intervals and one battery module with two 6 volt alkaline lantern batteries shall be 15 months. The flow module shall have the capability of measuring and storing the input voltage from the battery module.
- I) The flow module shall be housed in a rugged, permanently sealed, submersible, watertight, dust-tight, corrosion resistant (self-certified NEMA 4X, 6P, and IP68) enclosure. All electrical connections within the flow module shall be soldered, or shall be pin-and-socket connections that are held in place by the flow module enclosure itself. The flow module shall not contain wiring harnesses that can be removed without a soldering iron. The flow module shall include a carrying handle that shall be held between the flow module and the battery module, or between two flow modules. The carrying handle shall include a suspension strap that can be looped around a manhole rung or other attachment point while the user retains hold of the carrying handle. The flow module shall include an LED that is visible from outside the flow module. The LED shall allow individual modules to be

identified when multiple flow modules are stacked and/or interconnected. The LED shall also flash every 15 seconds for 5 minutes after a computer is disconnected from the flow module. The flow module shall be CE marked.

13) BATTERY MODULE

- A) The battery module shall include two battery holders, each of which shall hold a [(6 volt alkaline lantern battery) (rechargeable 6 volt lead-acid lantern battery)]. The contacts in the battery holders with which the batteries make contact shall be field-replaceable. The flow module shall have the capability of measuring and storing the battery voltage.
- B) It shall be possible to stack and/or interconnect multiple battery modules in the field to increase battery capacity and resultant battery life.
- C) The battery module shall be housed in a rugged, submersible, watertight, dust-tight, corrosion resistant (self-certified NEMA 4X, 6P, and IP68) enclosure. The battery module shall have 2 quarter-turn doors with gaskets that are self-cleaned when the doors are opened and closed to maintain the seal on the battery module. Two internal bags of rechargeable desiccant shall keep the battery module free of moisture. Two humidity indicators shall indicate the humidity level inside the battery module.

ITEM # 7

Bubbler Flow Module Specifications

ISCO MODEL 730 (68-6700-050) or equal

14) INSTRUMENT

There shall be furnished a plug-in flow module to convert a sampler into a combination sampler and flow meter. A bubbler shall be used to measure level.

15) BUBBLER

- A) A pressure transducer in the flow module shall measure the liquid level. An internal air compressor shall provide a continuous supply of air to the bubble tube. The bubble shall be 1/8 in. (0.32 cm) inside diameter and 25 ft. (7.6 m) long. A stainless steel bubble tube shall be supplied for installation in the flow stream. The flow meter shall include automatic bubble line purge to minimize plugging of the bubble tube.
- B) The level measurement range of the bubbler shall be from 0.01 to 10 feet (0.003 to 3.05 m). The level shall be measured with a maximum error of ± 0.010 feet (± 0.003 m) over a range of 0.01 to 5.0 feet (0.003 to 1.52 m), and ± 0.035 feet (± 0.011 m) from 0.01 to 10 feet (0.003 to 3.05 m). The temperature coefficient shall be ± 0.0006 times the level in feet times the temperature change from 77°F (± 0.00108 times the level in meters times the temperature change from 25°C) from 0.01 to 5.0 feet (0.003 to 1.52 m) and ± 0.0005 times the level in feet times the temperature change from 77 degrees F (± 0.0009 times the level in meters times the temperature change from 25 degrees C) from 0.01 to 10 feet (0.003 to 3.05 m) over the compensated temperature range of 32 to 120 degrees F (0 to 49 degrees C).

- C) The flow meter shall include automatic drift compensation to periodically reference both sides of the transducer to atmospheric pressure and automatically compensate for errors due to temperature, warm-up, and long-term drift. Automatic drift compensation shall correct the zero level to ± 0.002 feet (± 0.0006 m) at 15 minute intervals.

16) FLOW MODULE

- A) The flow module shall be capable of being added to the sampler at any time, and shall be interchangeable in the field. With the flow module plugged in, the sampler shall be capable of converting level measurements from the flow module into flow rate, totalizing flow, and displaying level, flow rate, and total flow in user-selectable units of measure. The sampler shall also be capable of activating and pacing sampling. The sampler shall also be capable of storing level, rainfall, and sample data in memory for retrieval with a rapid transfer device or a computer, or printout using a field printer. All capabilities shall be programmable using the keypad and display on the sampler.
- i) Measured liquid level readings from the flow module shall be converted into corresponding flow rate readings using conversion algorithms in the sampler. The sampler shall contain conversions for V-notch weirs, rectangular weirs with and without end contractions, Cipolletti weirs, and Parshall, Palmer-Bowlus, trapezoidal, and H flumes. For monitoring in applications using the Manning formula in round, U-shaped, rectangular and trapezoidal channels, the sampler shall accept information for channel shape and size, and slope and roughness coefficient. The sampler shall accept up to 50 pairs of level-flow rate data points.
- ii) The sampler shall be capable of activating sampling based on an AND/OR combination of any two of level, flow rate, and rainfall. The sampler shall be capable of collecting flow-proportional samples, flow-paced samples, or event-paced samples based on an AND/OR combination of any two of level, flow rate and rainfall. The sampler shall store the time and bottle number of each sample in internal memory.
- iii) The sampler shall have internal memory to store level, rainfall, and sample data. The memory shall have a capacity of 64,000 bytes. Timing for the storage of level and rainfall data shall be selectable from 1, 2, 5, 10, 15 or 30 minute intervals. Data shall be in a triggered state, storing data one hour before sampling activation. Stored data and/or pre-formatted ASCII reports shall be retrieved using a rapid transfer device or a computer.
- B) The program memory in the flow module shall be non-volatile, programmable flash memory. The program memory shall be capable of being updated via the serial port on the sampler using a PC.
- C) The flow module shall be powered by 12 volts DC provided by the sampler.
- D) The flow module shall be housed in a rugged, watertight, dust-tight, submersible, corrosion resistant (self-certified NEMA 4X, 6 and IP67) polystyrene enclosure. The enclosure shall measure 4.9 in. (12.4 cm) high x 5.7 in. (14.5 cm) wide x 2.0 in. (5.1 cm) deep.

ITEM # 8

Vinyl Bubble Line

ISCO SPA 706 (60-5304-706) or equal

| 1/8" Vinyl Bubble Line Cut To Length. Please Quote 400'.

ITEM # 9

Pressure Water Level Data Logger

Infinities USA Model #138 or equal

Pressure Water Level Data Logger with 6' cable with 2" scr. pt.

INSURANCE REQUIREMENTS

NOTE: Your certificate of insurance must meet the following requirements:

Requirement #1:

1. **Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendor's interest or liabilities, but are merely minimums.*

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:

\$500,000 bodily injury per person (BI)
\$1,000,000 bodily injury per occurrence (BI)
\$500,000 property damage (PD) or
\$1,000,000 combined single limit (CSL) of BI and PD

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.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

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

Yes _____ No _____

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

LEE COUNTY PURCHASING - 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:

**MEMORANDUM
FROM
THE DIVISION OF PURCHASING**

LEE COUNTY DIV. OF
NATURAL RESOURCES

NOV 29 2005

RECEIVED

DATE: NOVEMBER 23, 2005

TO: ROLAND OTTOLINI
NATURAL RESOURCES DIRECTOR

FROM: JANET SHEEHAN, CPPB
PURCHASING DIRECTOR

RE: BLUE SHEET # 20051714

PROJECT: PURCHASE OF MONITORING EQUIPMENT

TYPE: Formal Quotation

AWARDED TO: AMJ Equipment Corporation

Attn. Mr. Ottolini – When you have finished your review of this package, please forward it to Jed Schnek in the County Attorney's Office.

If there are any questions or concerns with this package, please contact Patti Armbruster at 344-5450.