

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

**Blue Sheet No. 20040052**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve award of Quote # Q-040117, Waterborne Traffic Paint, for the Department of Transportation-Traffic Section, to the overall low quoter who met all specification requirements, Pride Enterprises, based on the pricing listed on the Lee County Tabulation Sheet. Also request authority to renew this quote for four additional one-year periods, upon mutual agreement of both parties. Estimated savings to the taxpayer is \$40,872.

**WHY ACTION IS NECESSARY:** To establish a contract for waterborne traffic paint for the Department of Transportation.

**WHAT ACTION ACCOMPLISHES:** Establishes competitive, fair market prices for waterborne traffic paint for the Department of Transportation.

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

*C9A*

**3. MEETING DATE:**

*02-10-2004*

**4. AGENDA:**

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

**5. REQUIREMENT/PURPOSE:**  
*(Specify)*

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

**6. REQUESTOR OF INFORMATION:**

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

**BY:**  
Scott Gilbertson, DOT Director

**7. BACKGROUND:** In order to establish a quote for Waterborne Traffic Paint for the Department of Transportation-Traffic Section, the Purchasing Division solicited quotations for this project. Sealed quotes were received on December 30, 2003. On that date eight responses were received of which three were "No Bids". Funding will come from the individual department's budget and they will be responsible for monitoring their own expenditures.

Account # PD5410917500.505390

**Please see attachments:**

- (1) Tabulation Sheet
- (2) Specifications
- (3) Pride Enterprises' Quote
- (4) Department Recommendation

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>1/27/04</i> <i>[Signature]</i>	<i>Just Sheehan</i> <i>1-15-04</i> <i>[Signature]</i>			<i>Andrea</i> <i>[Signature]</i>	<i>OA</i>	<i>OM</i>	<i>Risk</i>	<i>GC</i>	<i>[Signature]</i> <i>1-27-04</i>
					<i>1/20/04</i>	<i>1/20/04</i>	<i>1/20/04</i>	<i>1/20/04</i>	

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: *1/23/04*  
Time: *1:00 pm*  
Forwarded to:  
*Budget*  
*1/23/04 1:16pm*

RECEIVED BY  
COUNTY ADMIN: *[Signature]*  
*1/22/04*  
*3:45pm*  
COUNTY ADMIN  
FORWARDED TO: *[Signature]*  
*1/27/04*  
*MUN.*

ATTACHMENT #1

FORMAL QUOTATION #Q-040117		LEE COUNTY, FLORIDA TABULATION SHEET				
OPENING DATE: December 30, 2003		FOR				
BUYER: EARL PFLAUMER		WATERBORNE TRAFFIC PAINT FOR DOT				
VENDORS	Pride Enterprises	Florida Transcore Inc.	Public Works Supply LLC	Ennis Paint Inc.	Sherwin Williams Company	
<b>GROUP ONE - 55 GALLON CONTAINERS:</b>						
Black - Cost Per Gallon	\$4.50	\$6.45	\$4.74	\$4.51	\$5.80	
x est. annual usage of 1,500 gal. =	\$6,750.00	\$9,675.00	\$7,110.00	\$6,765.00	\$8,700.00	
White - Cost Per Gallon	\$4.95	\$6.85	\$5.21	\$5.12	\$5.80	
x est. annual usage of 11,500 gal. =	\$56,925.00	\$78,775.00	\$59,915.00	\$58,880.00	\$66,700.00	
Yellow - Cost Per Gallon	\$4.95	\$6.85	\$5.21	\$4.94	\$5.80	
x est. annual usage of 8,000 gal. =	\$39,600.00	\$54,800.00	\$41,680.00	\$39,520.00	\$46,400.00	
<b>GROUP ONE - ESTIMATED TOTAL ANNUAL COST</b>	<b>\$103,275.00</b>	<b>\$143,250.00</b>	<b>\$108,705.00</b>	<b>\$105,165.00</b>	<b>\$121,800.00</b>	
<b>GROUP TWO - 5 GALLON CONTAINERS:</b>						
Black - Cost Per Gallon	\$5.00	\$12.50	\$5.27	\$4.91	\$5.80	
x est. annual usage of 5 gal. =	\$25.00	\$62.50	\$26.35	\$24.55	\$29.00	
White - Cost Per Gallon	\$5.45	\$9.75	\$5.74	\$5.52	\$5.80	
x est. annual usage of 100 gal. =	\$545.00	\$975.00	\$574.00	\$552.00	\$580.00	
Yellow - Cost Per Gallon	\$5.45	\$9.75	\$5.74	\$5.34	\$5.80	
x est. annual usage of 100 gal. =	\$545.00	\$975.00	\$574.00	\$534.00	\$580.00	
<b>GROUP TWO - ESTIMATED TOTAL ANNUAL COST</b>	<b>\$1,115.00</b>	<b>\$2,012.50</b>	<b>\$1,174.35</b>	<b>\$1,110.55</b>	<b>\$1,189.00</b>	
<b>GRAND TOTAL - GROUPS ONE &amp; TWO</b>						
	<b>\$104,390.00</b>	<b>\$145,262.50</b>	<b>\$109,879.35</b>	<b>\$106,275.55</b>	<b>\$122,989.00</b>	

VENDORS	Pride Enterprises	Florida Transcore Inc.	Public Works Supply LLC	Ernis Paint Inc.	Williams Company	Sherwin	
Deliver with your own vehicle	No	No	No	No	No	No	
Calendar days to deliver	5	20	14	21	21		
Local Vendor Preference	No	No	No	No	Yes		
Are there any modifications	No	No	Yes	No	No		
Is Quote Signed	Yes	Yes	Yes	Yes	Yes		
Meets Specifications	Yes	Yes	Yes	Yes	Yes		
<b>NO BIDS</b>							
Scott Paint Company							
TMT-Pathway, LLC							
L & L Worldwide Inc.							

# ATTACHMENT #2



**LEE COUNTY**  
SOUTHWEST FLORIDA

PROJECT NO.: Q-040117

OPEN DATE: December 30, 2003

AND TIME: 2:30 P.M.

PRE-BID DATE: December 18, 2003

AND TIME: 11:00 AM

LOCATION: Purchasing Division  
1825 Hendry St. 3<sup>rd</sup> floor  
Fort Myers, Florida

# REQUEST FOR QUOTATIONS

## TITLE:

WATERBORNE TRAFFIC PAINT FOR DOT

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PURCHASING

### MAILING ADDRESS

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

### PHYSICAL ADDRESS

1825 Hendry St 3<sup>rd</sup> Floor  
FORT MYERS, FL 33901

BUYER: EARL PFLAUMER, CPPB  
PURCHASING AGENT  
PHONE NO.: (239) 344-5462

**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 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  
WATERBORNE TRAFFIC PAINT

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: \_\_\_\_\_

**NOTE:** In order to receive the award, the vendor(s) must be able to provide all colors specified per each group that you are quoting, as listed below.

**GROUP ONE - WATERBORNE/COST PER GALLON IN 55 GALLON CONTAINERS**

<u>Paint Colors</u>	<u>Cost per Gallon</u>		<u>Approx. Usage Previous Year</u>		<u>Est. Annual Cost</u>
Black (Lee County Commodity Code # 6306608)	\$ _____	x	1,500 gallons	=	\$ _____
White (Lee County Commodity Code # 6306610)	\$ _____	x	11,500 gallons	=	\$ _____
Yellow (Lee County Commodity Code # 6306612)	\$ _____	x	8,000 gallons	=	\$ _____

**GROUP ONE - ESTIMATED TOTAL ANNUAL COST** \$ \_\_\_\_\_

**GROUP TWO - WATERBORNE/COST PER GALLON IN 5 GALLON CONTAINERS**

<u>Paint Colors</u>	<u>Cost per Gallon</u>	<u>Approx. Usage Previous Year</u>	<u>Est. Annual Cost</u>
Black (Lee County Commodity Code # 6306620)	\$ _____ x	5 gallons	= \$ _____
White (Lee County Commodity Code # 6306622)	\$ _____ x	100 gallons	= \$ _____
Yellow (Lee County Commodity Code # 6306624)	\$ _____ x	100 gallons	= \$ _____

**GROUP TWO ESTIMATED TOTAL ANNUAL COST** \$ \_\_\_\_\_

**GRAND TOTAL FOR GROUPS ONE & TWO** \$ \_\_\_\_\_

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

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

TO BE DELIVERED WITHIN \_\_\_\_\_ CALENDAR DAYS AFTER RECEIPT OF AN ORDER (MAXIMUM 21 DAYS).

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 NO.: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS FOR  
WATERBORNE TRAFFIC PAINT**

SCOPE

It is the intent of these specifications to establish minimum standards for the Lee County Department of Transportation to obtain Waterborne Traffic Paint as required during a one-year period.

TERM OF QUOTE

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

QUANTITY PRICE BREAKS

If your firm can offer quantity price breaks to Lee County on any items listed, specify item(s), quantity breaks and pricing on company letterhead. The prices offered on the Proposal Quote Form will form the basis of award.

REGULAR DEALER

Quotes will be considered only from firms which qualify as a "regular dealer".

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

DESIGNATED CONTACT

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

SUMMARY REPORTS

Upon completion of each six month period of the quote, the awarded vendor shall be responsible for furnishing a summary report to Purchasing. This report shall include the previous six months history, showing at a minimum, the following information:

- 1) Total dollars expended per item,
- 2) Total quantity of each item purchased.



SUBMITTALS

After opening, quoters may be requested to submit descriptive literature and/or specification sheets indicating the products quoted meet the specifications herein. If requested, quoters shall furnish this information within 5 calendar days.

BASIS OF AWARD

This quote will be awarded either to the overall low quoter meeting specifications, or the low quoter meeting specifications per the following two groups, at Lee County's sole discretion:

- 1) 55 gallon containers (Group One)
- 2) 5 gallon containers (Group Two)

The award will be based on the estimated annual usage from the prior year, as listed on the Proposal Quote Form. Lee County did not purchase any of the black paint in five gallon containers last year. However, for the purpose of evaluation, five gallons is shown as usage for this item.

**NOTE: In order to receive the award, the vendor(s) must be able to provide all colors specified per each group that you are quoting, as listed above.**

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

VENDOR REQUIREMENTS

Vendors hereby declare that they have examined the specifications for the materials to be supplied, and hereby certify that all materials quoted meet or exceed the specifications. If requested by the Board of County Commissioners or the Department of Transportation, vendors will provide certification in writing, from a qualified testing laboratory or other source acceptable to the Department of Transportation, verifying compliance with the specifications, at no cost to Lee County.

DELIVERY REQUIREMENTS

All quotes shall be based on firm prices delivered F.O.B. to the Lee County Sign Shop, 5650 Enterprise Parkway, Fort Myers, Florida 33905, or other Fort Myers locations, as directed. Delivery hours are Monday to Thursday between 8:00 a.m. and 4:00 p.m.

The traffic paint shall be supplied in 5 gallon containers and in removable head 55 gallon drums (which conform to U.S. D.O.T. Specification 17-H). Drums shall be provided with insert gaskets, of a type which will prevent the paint from skinning during storage, and shall be equipped with outside locking rings or clamps. Drums shall be new and suitable for use with Lee County's specialized striping equipment. The drums shall be filled with 50 gallons of pigmented binder. Volume measurements shall be based on 77 degrees Fahrenheit.

Each drum shall show true weight, gross weight, net weight, equivalent net gallons, name and address of manufacturer, purchase order number and batch number.

The 55 gallon drums of paint shall be delivered via an open bed trailer that can be unloaded from the side(s) of the trailer.

All items are to be delivered to Lee County within twenty-one (21) calendar days after issuance of an order. The awarded vendor(s) understands and agrees that failure to deliver a purchase within twenty-one (21) calendar days may cause their quote to be disqualified.

The awarded vendor(s) further understands and agrees that failure to deliver a purchase within the prescribed time following the issuance of a purchase order, shall result in a reduction of the price of one (1%) percent per day for every day that the materials are late being delivered.

Lee County also reserves the right to purchase from another vendor, if the awarded vendor fails to deliver items within the specified time.

#### ESTIMATED VOLUME

Lee County anticipates spending approximately \$100,000 for traffic paint annually. This figure is given for quoter's guidance only and no minimum amount is guaranteed.

#### SAMPLING, TEST PROCEDURES, INSPECTION, AND CERTIFICATION

Qualitative and quantitative tests for compliance with specifications may be made on randomly selected field samples of the products of the awarded vendor. Random samples may be selected from delivered commodities throughout the term of the award.

For each batch of paint purchased by the department the manufacturer shall submit the following certification information:

1. Weight per gallon (lbs.)
2. Viscosity (K.U.)
3. Weight percent pigment
4. Weight percent non-volatile
5. Grind (Hegmen)

The traffic paints procured under this quote shall not deviate from specifications listed herein, without written approval from Lee County.

#### 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.

PRICES

If the awarded vendor receives during the life of the contract period an increase in prices from their supplier for items quoted to Lee County, the vendor may request from Lee County Purchasing, in writing, an increase in the amount that equals the percentage increase passed on by their supplier. A letter from the awarded vendor's supplier and/or manufacturer documenting the amount and cause of the price increase must accompany the request.

Any request for a price increase must be reviewed and approved by both the Purchasing Division and the DOT representative. All documentation necessary to review and analyze the request must be submitted to the Lee County Purchasing Division. A request for a price increase will only take effect after being authorized, in writing, by the Purchasing Division.

PRODUCT SPECIFICATIONS/FAST DRY TRAFFIC PAINT - WATERBORNE

1. SCOPE

This specification covers Fast Dry Waterborne Traffic Paint with a 60% solids polymer emulsion binder in conjunction with high quality powdered pigments, binders, and liquid drier to produce a good cost/performance balance paint that possesses the environmental advantages of a water borne system. This paint shall be specifically formulated for use in any heated or non-heated striping machine and should be able to be applied to a variety of surfaces. The paint shall have the capability of resisting the rigorous environment that is encountered on highways and related surfaces such as parking lots and airfields and may be used on freshly sealed asphalt surfaces, coal tar surfaces, concrete, and as a primer for alkyd-based traffic paints. The paint that is to be provided under this quote must have fast drying paint properties, so that traffic cones are usually not required in the paint striping areas.

The paint covered by this specification shall have passed DOT road tests and be DOT approved. The Fast Dry Traffic Paint covered by this specification shall be furnished, as specified below:

- 1.1 Paint, Traffic, Fast Dry, Black,  
50 gallons in 55 gallon drums and  
5 gallon (net) containers
- 1.2 Paint, Traffic, Fast Dry, White,  
50 gallons in 55 gallon drums and  
5 gallon (net) containers
- 1.3 Paint, Traffic, Fast Dry, Yellow (No Lead),  
50 gallons in 55 gallon drums and  
5 gallon (net) containers

2. REQUIREMENTS

2.1 BLACK

Grind:	3 minimum
Viscosity:	85-90
Wt. per gallon:	12.36 +/- .25
Spray orifice temperature:	
Ambient:	180 SEC
140 degrees:	60 SEC
160 degrees:	60 SEC
Pigment percentage:	48% minimum
Nonvolatile:	43% minimum
Dry opacity:	
Abrasion:	Passes
Reflectance:	
Flexibility:	Passes
Ph value:	8.5 - 9.5
Falling sand:	Passes
Total solids	70% minimum
Bleeding	
<u>Application:</u>	
Wet film thickness:	15 +/- two mils (.015 +/- .002)
Dry film thickness:	8 mils minimum
Pavement surface temperature:	Ambient to 140 degrees F
Relative humidity:	Less than 85%

Meets DOT Specification 630-55-36 dated July 15, 1986.

2.2 WHITE

Grind:	3 minimum
Viscosity:	85-90
Wt. per gallon:	12.36 +/- .25
Spray orifice temperature:	TTP 1952-B
Ambient:	180 SEC
140 degrees:	60 SEC
160 degrees:	60 SEC
Pigment percentage:	52-58%
Nonvolatile:	43% minimum
Dry opacity:	9.6
Abrasion:	Passes
Reflectance:	88
Flexibility:	Passes
Ph value:	8.5 - 9.6
Falling sand:	Passes
Total solids	70-74
Bleeding	98

Application:

Wet film thickness: 15 +/- two mils  
 (.015 +/- .002)  
 Dry film thickness: 8 mils minimum  
 Pavement surface temperature: Ambient to 140 degrees F  
 Relative humidity: Less than 85%  
 Glass Beads: 4 lbs. to 6 lbs. per gallon of paint

Meets DOT Specification 630-55-36 dated July 15, 1986, and Federal Specification TT-P-1952B (Paint, Traffic, and Airport Marking)

2.3 YELLOW (NO LEAD)

Grind: 3 minimum  
 Viscosity: 85-90  
 Wt. per gallon: 12.51 +/- .25  
 Spray orifice temperature:  
 Ambient: 180 SEC  
 140 degrees: 60 SEC  
 160 degrees: 60 SEC  
 Pigment percentage: 48% minimum  
 Nonvolatile: 43% minimum  
 Dry opacity: 97  
 Abrasion: Passes  
 Reflectance: Passes  
 Flexibility: Passes  
 Ph value: 8.5 - 9.5  
 Falling sand: Passes  
 Total solids 70% MINIMUM  
 Bleeding 98

Application:

Wet film thickness: 15 +/- two mils  
 (.015 +/- .002)  
 Dry film thickness: 8 mils minimum  
 Pavement surface temperature: Ambient to 140 degrees F  
 Relative humidity: Less than 85%  
 Glass Beads: 4 lbs. to 6 lbs. per gallon of paint

Meets DOT Specification 630-55-36 dated July 15, 1986, and Federal Specification TT-P-1952B (Paint, Traffic, and Airport Marking)

3. COVERAGE

One gallon should provide a 4 inch wide strip approximately 350 linear feet at a wet film thickness of 15 mils (measured without glass beads). One gallon should provide a 6 inch strip approximately 230 linear feet.

**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?

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

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**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.

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(LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED)

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

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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.

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**INSURANCE REQUIREMENTS**

**STANDARD CONTRACT** - Contracts that will not exceed three hundred and sixty five (365) calendar days; or where costs will not exceed \$500,000; and/or there are no unusual hazards present.

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

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

\$500,000 per accident  
\$500,000 disease limit  
\$500,000 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:

\$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

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:

\$500,000 bodily injury per person (BI)  
\$1,000,000 bodily injury per occurrence (BI)  
\$100,000 property damage (PD) or  
\$1,000,000 combined single limit (CSL) of BI and PD

*\*The required limit of liability shown in Standard Contract: 1.a; 1.b; 1.c; may be provided in the form of "Excess Insurance" or "Commercial Umbrella 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 this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
  1. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials@ will be named as an Additional Insured on the General Liability policy.***
  2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

3. Special Requirements:

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

**LEE COUNTY PURCHASING - BIDDERS CHECK LIST**

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

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

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

11. The mailing envelope has been addressed to:

**MAILING ADDRESS**

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

**PHYSICAL ADDRESS**

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

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

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

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

and check one of the following:

Do not offer this product  Insufficient time to respond.

Unable to meet specifications (why)

Unable to meet bond or insurance requirement.

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

Company Name and Address:

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

# ATTACHMENT # 3

FORMAL QUOTE NO.: Q-040117

LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM FOR  
WATERBORNE TRAFFIC PAINT

DATE SUBMITTED: 12/22/03

VENDOR NAME: PRIDE Enterprises

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: No Addenda, Received

**NOTE:** In order to receive the award, the vendor(s) must be able to provide all colors specified per each group that you are quoting, as listed below.

**GROUP ONE - WATERBORNE/COST PER GALLON IN 55 GALLON CONTAINERS**

<u>Paint Colors</u>	<u>Cost per Gallon</u>	<u>Approx. Usage Previous Year</u>	<u>Est. Annual Cost</u>
Black (Lee County Commodity Code # 6306608)	\$ <u>4.50</u>	x 1,500 gallons	= \$ <u>6,750.00</u>
White (Lee County Commodity Code # 6306610)	\$ <u>4.95</u>	x 11,500 gallons	= \$ <u>56,925.00 (pmk)</u>
Yellow (Lee County Commodity Code # 6306612)	\$ <u>4.95</u>	x 8,000 gallons	= \$ <u>39,600.00</u>

GROUP ONE - ESTIMATED TOTAL ANNUAL COST \$ 103,275.00

**GROUP TWO - WATERBORNE/COST PER GALLON IN 5 GALLON CONTAINERS**

<u>Paint Colors</u>	<u>Cost per Gallon</u>	<u>Approx. Usage Previous Year</u>	<u>Est. Annual Cost</u>
Black (Lee County Commodity Code # 6306620)	\$ <u>5.00</u> x	5 gallons =	\$ <u>25.00</u>
White (Lee County Commodity Code # 6306622)	\$ <u>5.45</u> x	100 gallons =	\$ <u>545.00</u>
Yellow (Lee County Commodity Code # 6306624)	\$ <u>5.45</u> x	100 gallons =	\$ <u>545.00</u>

**GROUP TWO ESTIMATED TOTAL ANNUAL COST** \$ 1,115.00

**GRAND TOTAL FOR GROUPS ONE & TWO** \$ 104,390.00 \*

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

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

TO BE DELIVERED WITHIN 5 CALENDAR DAYS AFTER RECEIPT OF AN ORDER (MAXIMUM 21 DAYS).

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 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:

\* Note: For PRIBE'S Traffic Paint Warranty, please see Traffic Paint Literature in the information packet.

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 PRIDE Enterprises  
BY (Printed): David Knorr  
BY (Signature): [Signature]  
TITLE: Bid Administrator  
FEDERAL ID# OR S.S.#: 59-2167018  
ADDRESS: 12425 - 28<sup>th</sup> ST N.  
ST. Petersburg, FL 33716  
PHONE NO.: 727-556-3383  
FAX NO.: 727-570-3449  
CELLULAR PHONE/PAGER NO.: 904-813-1783 Janice Parrish  
LEE COUNTY OCCUPATIONAL LICENSE NO.: See attached  
E-MAIL ADDRESS: bidadministrator@pride-enterprises.com

# ATTACHMENT #4

**MEMORANDUM  
FROM THE  
DEPARTMENT OF TRANSPORTATION  
TRAFFIC SECTION**

Date: 01/14/04  
BCM-02-04

To: Earl Pfluamer – Purchasing  
From: John Davis, Manager, Traffic Section 

Re: Quote #Q-040117 – Waterborne Traffic Paint

Please accept this memo as my authorization to prepare a Blue Sheet for the purchase of the materials listed on the above referenced quote from Pride Enterprises.

Should you need additional information, please contact Mike Chodakowsky at 694-7600, Extension 4163.

The account string for these purchases will be: PD5410917500.505390

cc: Mike Chodakowsky  
File