

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

Blue Sheet No. 20041551

1. REQUESTED MOTION:

ACTION REQUESTED: Approve award of Quote # Q-040700, Welding and Metal Fabrication for Lee County Utilities, to Titan Mfg, Inc. as the sole quoter meeting all specification requirements. The initial term of this agreement is for one year. Request authority to renew this quotation for four additional one-year periods if in the best interest of the County. Estimated annual expenditures will be \$100,000.

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

WHAT ACTION ACCOMPLISHES: Allows the Utilities Division to obtain welding and metal fabrication services.

2. DEPARTMENTAL CATEGORY: 10
COMMISSION DISTRICT # CW

C10A

3. MEETING DATE:

12-21-2004

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
- C. DIVISION Utilities

BY: Rick Diaz, P.E.
Director

[Signature]
12/6/04

BACKGROUND: On November 9, 2004 Purchasing requested and received one (1) quote and one no bid for Welding and Metal Fabrication for Lee County Utilities. During the process quoting information went out to 114 vendors on the vendor bid list. Additionally, eleven vendors downloaded quote specifications from the internet. Purchasing conducted a post bid survey of vendors and some vendors did not have the capacity of doing infield welding and others simply did not have time to participate. The utilities division has reviewed the quote offered and is recommending that this service be acquired from Titan Mfg, Inc. Funding will come from the individual departments budget and they will be responsible for monitoring their own expenditures.

Please see attachments:

- (1) Tab Sheet
- (2) Specifications
- (3) Awarded Vendors Quote
- (4) Division's 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>[Signature]</i> 12/7/04	<i>[Signature]</i> 11-30-04 12-20-04	N/A	N/A	<i>[Signature]</i> S. Coover Date: 12/7/04	OA 12/8/04	OM 12/8/04	Risk 12/8/04	GC <i>[Signature]</i> 12/7/04

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *12/7/04*
Time: *1:55*
Forwarded To: *[Signature]*
12/8/04

RECEIVED BY
COUNTY ADMIN: *[Signature]*
12/8/04
9:45 AM DEC 08 2004
COUNTY ADMIN
FORWARDED TO: *[Signature]*
12/8/04
[Signature]

FORMAL QUOTATION #Q-040700 LEE COUNTY, FLORIDA TABULATION SHEET	
FOR WELDING AND METAL FABRICATION FOR LEE COUNTY UTILITIES	
FORMAL QUOTATION #Q-040700 OPENING DATE: November 9, 2004 BUYER: Chris Jeffcoat	TITAN MFG., INC.
VENDORS	
COPIES PROVIDED	YES
ADDENDUMS ACKNOWLEDGED	N.A.
LABOR COST:	
MACHINE SHOP-LABOR HOURLY RATE	\$54.00
WELDING-LABOR HOURLY RATE	\$54.00
MISC. MAINTENANCE-LABOR HOURLY RATE	\$54.00
LABOR COST:	
MACHINE SHOP-EMERGENCY RATE	\$54.00
WELDING-EMERGENCY RATE	\$54.00
MISC. MAINTENANCE-EMERGENCY RATE	\$54.00
MATERIALS COSTS % MARKUP	
MACHINE SHOP-MATERIAL	17.65%
WELDING-MATERIAL	17.65%
MISC. MAINTENANCE -MATERIAL	17.65%
TO BE STARTED WITHIN	3 TO 5 DAYS
LOCAL VENDOR PREFERENCE	YES
MODIFICATIONS	NO
QUOTE SIGNED	YES
MEETS SPECIFICATIONS	YES
NO BIDS	
OUTDOOR ALUMINUM	
POSTING TIME/DATE	
FROM:	/
UNTIL:	/
BY:	



PROJECT NO.: Q-040700

OPEN DATE: November 9, 2004

AND TIME: 2:30 P.M.

PRE-BID DATE: October 29, 2004

AND TIME: 2:00 P.M.

LOCATION: LEE COUNTY UTILITIES
MAINTENANCE ELECTRICAL SERVICE
BUILDING
7401 COLLEGE PARKWAY
FT. MYERS, FL. 33907

REQUEST FOR QUOTATIONS

TITLE:

WELDING AND METAL FABRICATION FOR
LEE COUNTY UTILITIES

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

GENERAL CONDITIONS

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

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

1. **SUBMISSION OF QUOTE:**

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
 - 1. Marked with the words "Sealed Quote"
 - 2. Name of the firm submitting the quotation
 - 3. Title of the quotation
 - 4. Quotation number

- b. The Quotation shall be submitted in triplicate as follows:
 - 1. The original consisting of the Lee County quotes forms completed and signed.
 - 2. A copy of the original quote forms for the Purchasing Director.
 - 3. A second copy of the original quote forms for use by the requesting department.

- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
 - 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
 - 2. Warranties and guarantees against defective materials and workmanship.

- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".

- e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Purchasing prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible

for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.

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

2. **ACCEPTANCE**

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

3. **SUBSTITUTIONS**

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

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

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

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

5. **RECYCLED PRODUCTS**

It is the Lee County Board of County Commissioners’ stated policy objective to “Ensure all departments are aware of the availability of recycled products...” (Administrative Code #AC-10-4). In an effort to provide the utmost opportunity for the use of recycled products by Lee County, vendors should list on their letterhead, all necessary information regarding any applicable recycled products they have available. Recycled products should meet all other specifications listed and have a minimum of 50%-recycled content. Whenever fiscally feasible, available recycled products will be purchased.

6. **WARRANTY/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

WELDING AND METAL FABRICATION FOR LEE COUNTY UTILITIES

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: _____

<u>Labor Costs</u>	<u>Hourly Rate</u>	<u>Emergency Rate</u>
Machine Shop- Labor	\$ _____	\$ _____
Welding- Labor	\$ _____	\$ _____
Misc. Maintenance-Labor	\$ _____	\$ _____

<u>Materials Costs</u>	<u>% Markup</u>
Machine Shop-Material	_____ %
Welding-Material	_____ %
Misc. Maintenance-Material	_____ %

TO BE STARTED 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 SPECIFICATIONS
WELDING AND METAL FABRICATION
FOR LEE COUNTY UTILITIES**

SCOPE

The purpose of this specification is to provide machine shop repairs, welding and metal fabrication and miscellaneous plant maintenance at various sites for the Lee County Utilities Division.

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.

DESIGNATED CONTACT

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

BASIS OF AWARD

The award of this project will be made to the overall low quoter per the hourly labor rates and the percentage markup from their procurement costs for parts and materials used under this contract as indicated on the price proposal page. Lee County intends to award this contract to a primary and a secondary vendor. On any specific job, the county reserves the right to solicit estimates from the secondary vendor if initial estimates from the primary vendor are deemed excessive or cannot be performed in a timely fashion. Also, the county reserves the right to solicit bids outside of this contract for specific jobs if deemed appropriate due to the magnitude of work or time schedules cant be met.

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

INSURANCE

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

SERVICE RATE CHANGES

The quoted rates shall be firm and will not vary during the first two years of the agreement. However, if the awarded vendor requests a price increase during the remaining years of the contract, it will be reviewed by the Department. If accepted by the Department, the increase will only take effect after the awarded vendor receives the approval in writing from the Department.

FYI -ESTIMATED DOLLAR VOLUME

Estimated annual expenditures for this service are \$100,000. This amount is given for vendor's information only and no minimum dollar amount is guaranteed.

VENDOR REQUIREMENTS

The awarded vendor shall be appropriately licensed, shall obtain all necessary permits, and shall pay all required fees to any governmental agency having jurisdiction over the work. Inspections required by local ordinances during the course of the work shall be arranged by the vendor, as required. Satisfactory evidence to show that all work has been finalized in accordance with the ordinances and code requirements, shall be furnished to Lee County upon completion.

The awarded vendor shall be capable of furnishing, upon request, all state and local licenses required for the specified work to be performed.

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.

TECHNICAL REQUIREMENTS:

Types of Work to be performed under this contract will consist of three major areas; machine work, welding and fabrication and miscellaneous work.

Miscellaneous machine work, on equipment and machinery typically used in the water and wastewater industry, involving all types of machines tools including but not limited to: lathes, bench grinders, surface grinders, horizontal and vertical milling machines, assorted hand and bench power tools, hydraulic presses and brake functions to make various bends.

Welding operations including but not limited to: metal heating and cutting with oxy-acetylene welding, brazing, soldering and plasma cutting; shielded metal arc welding in the flat, horizontal,

vertical and overhead positions; Gas Metal Arc Welding (GMAW/MIG) in all positions; Gas Tungsten Arc Welding (GTAW/TIG) in all positions; use of Arc Welding in joining pipe sections; and all types of metalizing.

Miscellaneous plant maintenance as fieldwork directed by County personnel.

While performing fieldwork in plant maintenance at the facilities special care needs to be followed when welding, cutting, burning, heating, and especially working indoors. The possibility of fumes from the process and or the equipment needs to be addressed prior to beginning work. Ventilation in confined spaces needs to be supplied to protect County personnel and the person doing the job. The vendor at the site where work is being performed shall supply a fire extinguisher.

The bidder must provide adequate moving, lifting and transportation capability for all equipment covered under this contract. For rental of such equipment not owned by the successful bidder(s), it is expected that the rental price paid by the bidder will be billed to the County with no markup.

Warranty

The bidder must provide a written warranty satisfactory to the County covering all parts, materials, when supplied and labor. This warranty must be for period of one year. (Minimum)



Submittals (Very Important)

Each bidder must submit a breakdown of all shop personnel indicating classification (i.e. journeyman, apprentice, etc.) and documentation showing qualifications, experience, training and certification.

The bidder must provide a list of all machine tool equipment currently in place. The County reserves the right to inspect each bidder's facility prior to and at any point during the contract term.

When necessary upon new fabrication the bidder shall provide auto cadd prints or equal to demonstrate accuracy of items being fabricated for approval to County personnel.

Quote Instructions

Each bidder must indicate total hourly rates. A wage rate for emergency and non-emergency jobs shall be indicated. This wage rate shall include all wage classifications involved and shall include all miscellaneous tools and small equipment needed to perform the job.

Each bidder must indicate the % markup from their procurement cost for parts and materials used under this contract. Vendor invoices for parts/materials shall be available for random audits to verify procurement costs.

Response Times

Response time on most non-emergency jobs shall not exceed 48 hours from notification. For emergency jobs, response time shall not exceed four hours. Response time is defined as having

manpower and equipment on site ready to begin work. The response times specified include weekends and holidays.

In the event of a hurricane or other natural disaster, the County will have special needs in this area. Each bidder must commit to place the County's requirements in a high priority classification.

Invoicing

Invoices should show who authorized the work, County purchase order number, work order number and complete description of the work performed. Also, where required, copies of original invoices showing prices of all parts and materials used, breakdown of all labor with copies of time records for all shop personnel that worked on the job, breakdown of total invoice cost calculations showing man-hours and material cost times the applicable hourly rate or mark-up. When applicable, when bulk material is purchased to complete a job due to purchasing limitations regardless of the amount needed for the job and the entire cost is being passed on to the County the County should receive the balance of the material.

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.

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:

<p>MAILING ADDRESS Lee County Purchasing P.O. Box 398 or Ft. Myers, FL 33902-0398</p>	<p>PHYSICAL ADDRESS Lee County Purchasing 1825 Hendry St 3rd Floor Ft. Myers, FL 33901</p>
--	---

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

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

14. If submitting a "NO BID" please write quote number here _____
 and check one of the following:
 Do not offer this product Insufficient time to respond.
 Unable to meet specifications (why)
 Unable to meet bond or insurance requirement.
 Other: _____

Company Name and Address:

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR
WELDING AND METAL FABRICATION FOR LEE COUNTY UTILITIES

DATE SUBMITTED: 11-8-04

VENDOR NAME: TITAN MFG., INC.

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers: _____

<u>Labor Costs</u>	<u>Hourly Rate</u>	<u>Emergency Rate</u>
Machine Shop- Labor	\$ <u>54.00</u>	\$ <u>54.00</u>
Welding- Labor	\$ <u>54.00</u>	\$ <u>54.00</u>
Misc. Maintenance-Labor	\$ <u>54.00</u>	\$ <u>54.00</u>

<u>Materials Costs</u>	<u>% Markup</u>
Machine Shop-Material	<u>17.65</u> %
Welding-Material	<u>17.65</u> %
Misc. Maintenance-Material	<u>17.65</u> %

TO BE STARTED WITHIN 3-5 on lead CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

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

Yes X No _____

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

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

Are there any modifications to the quote or specifications:

Yes _____ No X

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

MODIFICATIONS:

NONE

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

TITAN MFG., INC.

BY (Printed):

Thomas J McAfee Jr.

BY (Signature):

Thomas J McAfee Jr.

TITLE:

president

FEDERAL ID # OR
S.S.#

65-1119624

ADDRESS:

6320 Metro Plantation RD.
Fort Myers, FL 33912

PHONE NO.:

239-939-5152

FAX NO.:

239-939-5153

CELLULAR PHONE/PAGER NO.:

239-910-5038

LEE COUNTY OCCUPATIONAL LICENSE NUMBER:

020028

E-MAIL ADDRESS:

TITANMFGINC@AOL.COM

REVISED: 7/28/00

ATTACHMENT A
LOCAL VENDOR PREFERENCE QUESTIONNAIRE
(LEE COUNTY ORDINANCE NO. 00-10)

Instructions: Please complete either Part A or B whichever is applicable to your firm

PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN LEE COUNTY (Only complete Part A if your principal place of business is located within the boundaries of Lee County)

1. **What is the physical location of your principal place of business that is located within the boundaries of Lee County, Florida?**

6320 Metro Plantation Rd.
Fort Myers FL 33912

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

Buildings 4000 sq feet.
Storage yard .5 Acre

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.

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
09/23/04

PRODUCER
Charlotte Insurance Agency
4061 Tamiami Trail
P.O. Box 494350
Port Charlotte, FL 33949-4350

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY
A Ohio Casualty Group - C/L
- COMPANY
B Zenith Insurance Company
- COMPANY
C
- COMPANY
D

INSURED
Titan Mfg, Inc.
6320 Metro Plantation Road
Fort Myers, FL 33912

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUP OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> PD Ded:500	BKO0453002009	09/14/04	12/14/04	GENERAL AGGREGATE \$2,000,000
					PRODUCER'S COMP/OP AGG \$2,000,000
					PERSONAL & ADV. INJURY \$1,000,000
					EACH OCCURRENCE \$1,000,000
					FIRE DAMAGE (Any one fire) \$100,000
					MED EXP (Any one person) \$10,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAO0553002009	09/14/04	09/14/05	COMBINED SINGLE LIMIT \$300,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
A	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	BNO0553002009	09/14/04	09/14/05	AUTO ONLY - EA ACCIDENT \$1,000,000
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$1,000,000
					AGGREGATE \$3,000,000
					EACH OCCURRENCE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input checked="" type="checkbox"/> EXCL OTHER	2049491502	03/10/04	03/10/05	STATUTORY LIMITS
					EACH ACCIDENT \$100,000
					DISEASE - POLICY LIMIT \$500,000
					DISEASE - EACH EMPLOYEE \$100,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

TITAN MFG. INC.

Welding & Machine Shop
6320 Metro Plantation Rd. Ft. Myers Fl. 33912
Ph. 941-939-5152 Fax 941-939-5153

SHOP MACHINES

WE HAVE 4,000 SQ FEET BUILDING AND A FENCED IN YARD

NEW ¼" X 12 FT. HYDRAPOWER SHEAR

NEW ¼" X 12 FT. HYDRAPOWER PRESS BRAKE

NEW MEDALMAQ 9" X 42" MILL WITH POWER FEED & DIGITAL READ OUT

NEW CONTINENTAL 26" OVER BED X 80" BETWEEN CENTERS LATHE

MILLER 350 LX SYNCROWAVE TIG WELDER

2 MILLER 250DX SYNCROWAVE TIG WELDERS

LINCOLN POWERMIG 255

LINCOLN CV250 POWER SUPPLY WITH LN-7 MIG

ESAB 875 PLASMARC CUTTER UP TO 7/8" STEEL PLATE

JET 7 X 12 BAND SAW

14" COLD SAW

65 TON IRON WORKER

3,000 LB FORK LIFT

LINCOLN RANGER 10,000 WELDING MACHINE WITH
ALUM. TIG WELDING ON A TRAILER.

LINCOLN INVERTEL V205-T SUIT CASE, PORTABLE TIG WELDER.

CHEVY 1 TON SERVICE TRUCK

DODGE 3/4 TON PICK-UP TRUCK

TITAN MFG. INC.

Welding & Machine Shop
6320 Metro Plantation Rd. Ft. Myers Fl. 33912
Ph. 239-939-5152 Fax 239-939-5153

DATE: 11-06-04
FROM: Tom McAtee
NOTE: Personnel List

President: Thomas J. McAtee Jr.
Vice Pres.: Linda A McAtee
Billing: Nicole McAtee
Salesman: Bobby Waltz Jr.

Machinist: Wayne Rafalski (Journeyman)
C.A.D.D. Drawing: Wayne Rafalski (Journeyman)
Alum. & Steel Fabricators: Calvin Clayton (Journeyman)
Ed Checks (Journeyman)
Jeremy Benaitis (Apprentice)
Joshua Mason (Journeyman)
Steel Fabricator: John Summerall (Apprentice)
Laborer-Installer: Bob Waltz (Journeyman)
Richard Amodea (Apprentice)

Warranty:
All Parts, Materials, & Labor will be Warranted for One Year
From Date of Invoice. Except for Normal Wear & Tear or Damage
Caused by others.



STATE OF FLORIDA
LEE COUNTY
OCCUPATIONAL LICENSE

LICENSE YEAR: 2004-2005
LICENSE NUMBER: 020028

Location
6320 METRO PLANTATION RD
FT MYERS FL 33912

TITAN MFG INC
TITAN MFG INC
6320 METRO PLANTATION RD
FT MYERS FL 33912

EXPIRES: SEPTEMBER 30, 2005

Is hereby licensed at above address to engage in the business,
profession or occupation of:
MACHINE SHOP

THIS IS NOT A BILL - DO NOT PAY		
PAID	014489-76-1	09/16/2004 08:14
	DP500	\$50.00

**THIS LICENSE VALID ONLY WHEN RECEIPTED BY
TAX COLLECTOR**

RESIDENTIAL TO COMMERCIAL

MEMORANDUM
FROM
LEE COUNTY UTILITIES MAINTENANCE DIVISION

Date: November 12, 2004

To: Chris Jeffcoat

From: Larry Clifford

RE: Quotation # Q-040700

Chris,
I am recommending Titan Mfg. Inc. for the award of this quote. Thank you
for your time and effort in facilitating this work regarding this quote.
Thank you,
Larry Clifford