

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

Blue Sheet No. 20040105

1. REQUESTED MOTION:

ACTION REQUESTED: Approve award of Quote # Q-030759, Passenger Waiting Shelters, for the Human Services Department, to the low quoter who met all specification requirements, Neon Electric Corporation, at the unit price of \$5,921.00 per shelter. Human Services intends to purchase twelve shelters at a total cost of \$71,052.00. Also request authority to purchase additional shelters through this quote at some future date, provided that the price remains the same.

WHY ACTION IS NECESSARY: To purchase passenger waiting shelters for Palmona Park and Suncoast Estates.

WHAT ACTION ACCOMPLISHES: Establishes a competitive, fair market price for passenger waiting shelters.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #

C5A

3. MEETING DATE:

03-09-2004

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 HUMAN SERVICES
- C. DIVISION

BY: Karen Hawes

7. BACKGROUND: In order to establish a quote for Passenger Waiting Shelters for the Human Services Department, the Purchasing Division solicited quotations for this project. Sealed quotes were received on December 16, 2003. On that date five quotes were received. The low quoter, Contract Connection (Alternate #2 Quote), did not meet specifications, this product is a modified park bench not a bus shelter. The next low quoter, Brasco International, did not meet specifications, they modified the design and substituted construction materials. Federal Funds (HUD) will be used to purchase the shelters.

Account # 11066913920.506210.1215 and Account # 11074013920.506210.1174
(funds will be made available for these accounts)

Please see attachments:

- (1) Tabulation Sheet
- (2) Specifications
- (3) Neon Electric Corporations's 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>[Signature]</i>	<i>[Signature]</i> 2-3-04			<i>[Signature]</i>	GA <i>[Signature]</i> 2/10/04	OM <i>[Signature]</i> 2/11/04	Risk <i>[Signature]</i> 2/10/04	GC <i>[Signature]</i> 2/10/04	<i>[Signature]</i> 2-12-04

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: 2/9/04
Time: 11:55 am
Forwarded To: *[Signature]*
2/9/04

RECEIVED BY
COUNTY ADMIN: *[Signature]*
2/9/04
COUNTY ADMIN
FORWARDED TO: *[Signature]*
2/12/04
9 AM

ATTACHMENT # 2

FORMAL QUOTE NO.: Q-030759



LEE COUNTY
SOUTHWEST FLORIDA

PROJECT NO.: Q-030759

OPEN DATE: December 16, 2003

AND TIME: 2:30 P.M.

PRE-BID DATE: December 1, 2003

AND TIME: 10:00 AM

LOCATION: Purchasing Division
1825 Hendry Street, 3rd Floor
Fort Myers, Florida

REQUEST FOR QUOTATIONS

TITLE:
PASSENGER WAITING SHELTERS
(SINGLE POLE CANOPY STYLE)

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 STREET, 3RD 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) 689-7385.

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, statues, 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.

REVISED: 5/14/02

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM FOR
PASSENGER WAITING SHELTERS
(SINGLE POLE CANOPY STYLE)

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: _____

COST PER SHELTER \$ _____

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

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

YES _____ NO _____

SUBMITTALS ARE REQUIRED, SEE ITEM # 1.4

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: _____

REVISED: 7/28/00

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS FOR
PASSENGER WAITING SHELTERS
(SINGLE POLE CANOPY STYLE)**

SCOPE

The purpose of this specification is to acquire passenger waiting shelters on a one time basis, as specified herein, for the Lee County Human Services Department. Installation shall be performed by Lee County.

Human Services will purchase anywhere from 11 to 15 shelters on one order.

PRECEDENCE OF SPECIFICATIONS

In the event of inconsistency with the General Specifications, the Detailed Specifications shall control.

BASIS OF AWARD

The basis of award for this quote will be low quoter meeting specifications.

**TECHNICAL SPECIFICATIONS FOR
PASSENGER WAITING SHELTERS**

PART 1. GENERAL:

1.1 DESCRIPTION

The work specified will consist of the design, fabrication, and delivery of open air, single pole canopy (umbrella) style passenger waiting shelters with a single post wrap-around passenger bench to include a stainless steel frame, stainless steel "Florida-Style" roof, and all required hardware for installation. Each shelter shall include a stainless steel bench with center and end arm rests or circular in shape. Installation of each shelter by two people shall take no longer than a day.

1.2 STANDARDS

- A. With the exception of the roof, all framing, brackets, anchors, and bench, shall be stainless steel. The roof shall be rustproof, fade resistant, painted stainless steel (purchaser's color choice).
- B. Shelter shall be designed to withstand hurricane force winds of 120 mph per the Standard Lee County Building Code.
- C. Shelter shall conform to all applicable standards of the Americans with Disabilities Act of 1990, the Florida Accessibility Code, Chapter 10.2.1 and all pertinent rules and regulations issued thereto.
- D. Shelter and bench shall be considered "graffiti proof" or equal.

1.3 QUALITY ASSURANCE

- A. Manufacturer shall have a minimum of 5 years experience in the design and manufacture of aluminum/stainless steel passenger waiting shelters.

1.4 TECHNICAL SUBMITTALS WITH QUOTE

- A. Shop drawings depicting roof design, and bench location.
- B. Requests for approved equals or exceptions to the specifications shall be supported by complete technical documentation which shall include descriptive literature, assembly instructions, and detailed drawings with specifications which clearly show dimensions, joining details, alloy, temper, finish, and thickness of all members.
- C. Certification that materials meet specifications.
- D. Rustproof painted roof sample and/or descriptive literature.

- E. Written warranty.
- F. Paint color option specification guide.
- G. Roof paint color options and specifications.
- H. Other product information, as appropriate.

1.5 DELIVERY

Delivery shall be FOB Lee County, as directed below. Each shelter shall be delivered to destination in clearly labeled modular assemblies. Each shall include a boxed hardware kit complete with installation instructions. Please include delivery charges with quoted amount.

Deliver to: Lee Tran
6035 Landing View Road
Fort Myers, Florida 33907
Attn: Larry Ralston

1.6 WARRANTY

Manufacturer shall provide written warranty that each shelter shall be free from defects, in parts and manufacture, for a minimum of one year. Manufacturer shall maintain inventory of replacement parts for a minimum of seven years after delivery.

PART 2. PRODUCT:

2.1 SIZE

The shelter shall be 10 ft. deep, 10 ft. long (approximately) and 8 ft. in height (at roof line), or approved equal.

2.2 CONSTRUCTION

- A. Each shelter shall be constructed of modular interchangeable components of 3-4 feet, or approved equal.
- B. All structural framing and mullions shall be one piece seamless extruded stainless steel tubes, or approved equal. TWO PIECE OR SNAP TOGETHER MEMBERS ARE NOT ACCEPTABLE.
- C. All structural connector channels, roof corner key angles and base anchor boots shall be extruded stainless steel sections, or approved equal.

2.3 MATERIALS

- A. All vertical support posts and top and bottom horizontal beams shall be 4" X 4" x 1/8" thick square tube, or approved equal. All mullions shall be 1-1/2" x 2-1/2" x 1/8" thick rectangular tube, or approved equal.
- B. All fasteners shall be stainless steel, a combination thereof, or an approved equal, and shall be tamper proof. Zinc, carbon steel, plated, or any other "non-corrosive" fasteners are not acceptable. Self-tapping or self-drilling fasteners are not acceptable. Exposed fasteners shall be finished to match shelter finish.
- C. Material for the stainless steel "Florida-style" roof shall be top quality, durable and long lasting. An appropriate overhang, or other method of diverting rain water away from the front entry, is desired. Finished roof shall be leakproof, rustproof, fade resistant, and able to withstand hurricane winds of 110 mph per the Standard Lee County Building Code. Paint used in finishing the stainless steel shall be environmentally correct, durable, and fade resistant. Vendors shall provide paint color specification options and drawing depicting the roof design.
- D. Base connections shall be adjustable to varying sidewalk or mounting conditions. External anchor shoes shall be used and shall be finished to match shelter. Anchor shoes shall be minimum thickness of .200" extruded stainless steel tube 4" high welded to a 1/4" thick base plate 7" long with two 9/16" x 1" adjustment slots, or approved equal. Anchor shoes shall be secured to concrete with two stainless steel anchor assemblies 1/2" - 13 x 3-3/4" long with flat washer, lock washer, and hex nut, or approved equal. Shelter posts shall be fastened to anchor shoe with four aluminum and stainless steel dome head hammer rivets, or approved equal. Anchor shoes shall contain internal drainage weep hole to prevent condensation build-up.
- E. The bench shall be stainless steel and located in the center of the shelter. It shall be equipped with center and end arm rests, circular in shape, or approved equal. Vendors shall provide bench option specification guide.

2.4 BASIS OF AWARD

The basis of award for this quote will be the low quoter who complies with the specifications.

2.5 REQUEST FOR APPROVED EQUALS

Vendors may submit approved equals for any of the specifications contained in this document. Any equals or substitutions must be detailed on Attachment "D" and submitted to Lee County Purchasing for review and approval. A form must be completed for each specification substitution.

The vendor's request for approved equals must be received by Lee County Purchasing no later than 10 calendar days following receipt of the quote package by the vendor.

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.

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.

ATTACHMENT "B"

HUD CONTRACT PROVISIONS

(Required for all small purchase (under \$25,000) contracts involving HUD Financing)

The undersigned, having been awarded a small purchase contract with Lee County in the amount of \$ _____ does hereby certify that:

- A. This contract and other contracts pertinent to this contract entered into by the undersigned may be terminated for non-compliance if the undersigned materially fails to comply with any term of this agreement. Lee County or the undersigned contractor may also terminate this agreement for convenience by giving thirty (30) days written notice with consent of both parties.
- B. Lee County, HUD and the Comptroller General of the United States shall have access to any books, Documents, papers, and records of the undersigned contractor which are directly pertinent to the expenditure of the HUD grant funds for the purpose of making audits, examinations, excerpts, and transcriptions.
- C. The undersigned contractor shall retain all required records for three years after Lee County makes its final payment and all other pending matters are closed.
- D. The undersigned contractor acknowledges the fact that the Federal awarding agency reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes:
 - (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant, and
 - (b) Any rights of copyright to which a grantee, subgrantee, or a contractor purchases ownership with grant support.
- E. During the performance of this contract, the undersigned will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The undersigned agrees to post in conspicuous places, available to employees and applicants for employment, notices setting the provision of this nondiscrimination clause. During the performance of this contract, the undersigned will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

CONTRACTOR NAME _____

SIGNATURE _____

TITLE _____

FEDERAL I.D. OR SOCIAL SECURITY NUMBER _____

DATE _____

BRIEF PROJECT DESCRIPTION _____

ATTACHMENT "C"

CERTIFICATION OF CONTRACTOR ELIGIBILITY

Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions pursuant to 24 Code of Federal Regulations, Part 24,510(b) and HUD Handbook 1300.13, REV-1:

1. By signing and submitting this proposal, the prospective lower-tier participant certifies that neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the Participant provides the certification set out below:
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies.
3. Further, the Participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. By submitting this proposal, it is agreed that should the proposed covered transaction be entered into, the Participant will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
5. It is further agreed that by submitting this proposal, the participant will include this certification without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

Contractor Name: _____ Date: _____

Title: _____ Address: _____

City: _____ State: _____ Zip Code: _____

NON-CERTIFICATION:

As the prospective lower-tier participant, I am unable to certify to statements in this certification as explained in the attachment to this proposal.

Contractor Name: _____ Date: _____

Title: _____ Address: _____

City: _____ State: _____ Zip Code: _____

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18U.S.C. 100L

ATTACHMENT "C"
REQUEST FOR APPROVED EQUALS
LEE COUNTY, FLORIDA

Person Submitting Request _____

Phone Number _____

Date _____

Company Name _____

Page Number _____

Paragraph Number _____

Paragraph Title _____

REQUEST FOR APPROVED EQUAL (provide detailed explanation)

SIGNED _____
(Vendor)

LEE COUNTY: Approved _____ Denied _____

SIGNED _____
(Lee County)

INSURANCE REQUIREMENTS

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

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

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

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

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

- \$100,000 bodily injury per person (BI)
- \$300,000 bodily injury per occurrence (BI)
- \$100,000 property damage (PD) or
- \$300,000 combined single limit (CSL) of BI and PD

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

- \$100,000 bodily injury per person (BI)
- \$300,000 bodily injury per occurrence (BI)
- \$100,000 property damage (PD) or
- \$300,000 combined single limit (CSL) of BI and PD

2. **Verification of Coverage:**

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

1. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials[®] will be named as an "Additional Insured" on the General Liability policy.***

2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

3. Special Requirements:

a. An appropriate "Indemnification" clause shall be made a provision of the contract.

b. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

ROUND BUS SHELTER EXAMPLE

TO BE USED IN SUNCOAST ESTATES AND PALMONA PARK



ATTACHMENT #3

FORMAL QUOTE NO.: Q-030759

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM FOR
PASSENGER WAITING SHELTERS
(SINGLE POLE CANOPY STYLE)

DATE SUBMITTED: 12/15/03

VENDOR NAME: NEON ELECTRIC CORPORATION

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

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

The undersigned acknowledges receipt of Addenda numbers: N/A

COST PER SHELTER \$ 5,921⁰⁰

TO BE DELIVERED WITHIN 90 CALENDAR DAYS AFTER RECEIPT OF PURCHASE ORDER.

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

YES NO

SUBMITTALS ARE REQUIRED, SEE ITEM #1.4

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: A MINIMUM OF (5) FIVE SHELTERS PER SHIPMENT.

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 NEON ELECTRIC CORPORATION

BY (Printed): HANK HINK

BY (Signature): Hank Hink

TITLE: PRESIDENT

FEDERAL ID# or S.S.#: 74-107-9811

ADDRESS: 1122 CANON RD
HOUSTON, TX 77034

PHONE NO.: 281-987-1144

FAX NO.: 281-987-5443

CELLULAR PHONE/PAGER NO.: N/A

LEE COUNTY OCCUPATIONAL LICENSE NO.: N/A

E-MAIL ADDRESS: hankhink@neonelectric.net

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?

N/A

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

N/A

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? 25
2. Describe the types and amount of equipment you have available to service this contract.

50,000 SQ FT FACILITY

VARIOUS WELDERS, OVER HEAD CRANES, METAL PUNCHES

METAL BRAKE, PIPE BENDERS

ATTACHMENT "B"

HUD CONTRACT PROVISIONS

(Required for all small purchase (under \$25,000) contracts involving HUD Financing)

The undersigned, having been awarded a small purchase contract with Lee County in the amount of \$ _____ does hereby certify that:

- A. This contract and other contracts pertinent to this contract entered into by the undersigned may be terminated for non-compliance if the undersigned materially fails to comply with any term of this agreement. Lee County or the undersigned contractor may also terminate this agreement for convenience by giving thirty (30) days written notice with consent of both parties.
- B. Lee County, HUD and the Comptroller General of the United States shall have access to any books, Documents, papers, and records of the undersigned contractor which are directly pertinent to the expenditure of the HUD grant funds for the purpose of making audits, examinations, excerpts, and transcriptions.
- C. The undersigned contractor shall retain all required records for three years after Lee County makes its final payment and all other pending matters are closed.
- D. The undersigned contractor acknowledges the fact that the Federal awarding agency reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes:
 - (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant, and
 - (b) Any rights of copyright to which a grantee, subgrantee, or a contractor purchases ownership with grant support.
- E. During the performance of this contract, the undersigned will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The undersigned agrees to post in conspicuous places, available to employees and applicants for employment, notices setting the provision of this nondiscrimination clause. During the performance of this contract, the undersigned will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

CONTRACTOR NAME NEW ELECTRON CORPORATION

SIGNATURE *Frank J. Mc*

TITLE PRESIDENT

FEDERAL I.D. OR SOCIAL SECURITY NUMBER 74-107-9811

DATE 12/15/03

BRIEF PROJECT DESCRIPTION FABRICATE AND DELIVER UP TO (15) 8'x10' BUS SHELTERS AND BENCHES.

ATTACHMENT "C"

CERTIFICATION OF CONTRACTOR ELIGIBILITY

Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower-Tier Covered Transactions pursuant to 24 Code of Federal Regulations, Part 24,510(b) and HUD Handbook 1300.13, REV-1:

1. By signing and submitting this proposal, the prospective lower-tier participant certifies that neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the Participant provides the certification set out below:
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies.
3. Further, the Participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. By submitting this proposal, it is agreed that should the proposed covered transaction be entered into, the Participant will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
5. It is further agreed that by submitting this proposal, the participant will include this certification without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

Contractor Name: NEON ELECTRIC CORP Date: 12/15/03
 Title: PRESIDENT. [Signature] Address: 1122 CAUDEN RD.
 City: HOUSTON State: TX Zip Code: 77034

NON-CERTIFICATION:

As the prospective lower-tier participant, I am unable to certify to statements in this certification as explained in the attachment to this proposal.

Contractor Name: _____ Date: _____
 Title: _____ Address: _____
 City: _____ State: _____ Zip Code: _____

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18U.S.C. 100L

(LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED)

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

STEEL PLATE, STEEL PIPES, ROOFING SUPPLY

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.

THE BUS SHAFTS IN THIS SOLICITATION WERE
ORIGINALLY PRODUCED BY OUR COMPANY.

ATTACHMENT #4

From: Ronald Miller
To: Pflaumer, Earl
Date: 1/28/04 3:47PM
Subject: Bus Passenger Shelter Quote # Q-030759

Please prepare the Blue Sheet to purchase twelve (12) bus shelters from Neon Electric Corporation under the above quote at a total cost of \$71,052 including shipping costs. It is my understanding that once the Blue Sheet is prepared it will be sent to Karen Hawes to sign. If you have any questions regarding this matter please let me know. Thank you.

CC: Chamblee, Donald; Hawes, Karen; Hollis, Barbara; Horsting, Michael; Mercado, Jr, Roger

From: Joann DeNigris
To: Miller, Ronald
Date: 2/13/04 9:12AM
Subject: Blue Sheet Number 20040105

Blue Sheet #20040105

Ron:

The 3-2-04 BoCC meeting has been cancelled. The next meeting is scheduled for 3-9-04. I spoke with Karen Hawes on this and she said 3-9-04 would be okay.

If you have any concerns regarding this date, please notify me as soon as possible. I will contact Public Resources and possibly schedule for a walk on.

(Approve award of Quote #Q-030759, Passenger Waiting Shelters, for the Human Services Department, to the low quoter who met all specification requirements, Neon Electric Corporation, at the unit price of \$5,921.00 per shelter. Human Services intends to purchase twelve shelters at a total cost of \$71,052.00.

Also, request authority to purchase additional shelters through this quote at some future date, provided that the price remains the same).

Thank you.

Jo-Ann DeNigris, Administrative Assistant
Department of Human Services
Phone: (239) 652-7930
Fax: (239) 652-7960
E-Mail: denigrjl@leegov.com
Human Services On Line Directory: dhs.lee-county.com/directory.asp

This e-mail, including any attachments, may contain confidential or privileged information that is intended solely for the individual to whom it is addressed. If you believe you have received this e-mail in error, please notify the sender and then delete this e-mail immediately.

Thank you.

CC: Geren, Patricia; Hawes, Karen