

**AGREEMENT FOR
SHELTER STRUCTURES FOR LEETRAN'S PASSENGER AMENITIES PROGRAM**

THIS AGREEMENT FOR SUPPLY OF SHELTER STRUCTURES FOR LEETRAN'S PASSENGER AMENITIES PROGRAM ("Agreement") is made and entered into by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Brasco International, Inc., a Michigan corporation, whose address is 32400 Industrial Drive, Madison Heights, MI 48071, and whose Federal tax identification number is 38-3156752, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the County intends to purchase Shelter Structures for Leetran's Passenger Amenities Program from the Contractor for specific projects as determined by the County (the "Purchase"); and,

WHEREAS, the County issued a solicitation, B180127LAC on May 25, 2018 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Contractor qualified to provide the necessary products and services; and,

WHEREAS, the County posted a Notice of Intended Decision Bid Action on July 26, 2018; and,

WHEREAS, the County shall award projects as needed, and the Contractor understands and agrees that no work is guaranteed under this Agreement; and,

WHEREAS, the Contractor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

- A. The Contractor agrees to diligently provide all products and services for the Purchase in accordance with the Scope of Work and Specifications made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Contractor shall comply strictly with all of the terms and conditions of the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

- B. Furthermore, the Contractor shall provide all products and services under this Agreement in compliance with all federal terms, conditions, provisions, certifications, affidavits and alike as described in the Lee County Transit Policies and Procedures Grant-Funded Procurement (500-11) General Provisions and the solicitation Special Conditions attached hereto and incorporated herein as Exhibit D, Project Funding Package.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue for a period of three (3) years. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Contractor.
- B. A Purchase Order shall be issued by the County before commencement of any work or purchase of any goods related to this Agreement.
- C. Products and services shall be delivered in accordance with Purchase Orders.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Contractor in accordance with the terms and conditions of this Agreement, and any Purchase Orders issued hereunder, for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Contractor's Bid and Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Contractor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Contractor shall not make any deliveries or perform any work under this Agreement until receipt of a Notice to Proceed from the County. Contractor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no Purchase Orders. If a Purchase Order is issued, the County reserves the right to amend, reduce, or cancel the work authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event

occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Contractor on fifteen (15) days' prior written notice, but failure to give such notice will be of no effect and the County will not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Contractor in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., as amended from time to time, upon receipt of the Contractor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. Progress payments and final payment shall be paid in accordance with the Purchase Order that authorizes the work.

V. MODIFICATIONS

No changes to this Agreement or the performance contemplated hereunder will be made unless the same are in writing and executed by both the Contractor and the County.

VI. LIABILITY OF CONTRACTOR

- A. The Contractor shall indemnify and hold harmless Lee County Government from liabilities, damages, losses, and costs, including but not limited to attorney's reasonable fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. CONTRACTOR'S INSURANCE

- A. Contractor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Contractor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Agreement. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida

and shall possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The Contractor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Contractor under this Agreement. The Contractor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Contractor specifically acknowledges its obligations to comply with §119.0701, F.S., as amended from time to time, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law;
 - 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public

records disclosure requirements. All records stored electronically shall be provided to the County in a format that is compatible with the information technology system of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901; publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Contractor is, and will be, in the performance of all work, services and activities under this Agreement, an independent contractor. Contractor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement will be at all times, and in all places, subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County will be that of an independent contractor and not as employees of the County. The Contractor will be solely responsible for providing benefits and insurance to its employees.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement will become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Contractor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Contractor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.
- C. The Contractor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" is deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement will be governed by the laws of the State of Florida. Contractor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Contractor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Contractor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County will be responsible to Contractor only for fees and compensation earned by the Contractor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Contractor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all Contractors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Contractor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and

waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Contractor will be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XIII.

In the event the County does not direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Agreement.

XV. CONTRACTOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in a Purchase Order) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Contractor shall pick up the product from the County at no

expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the County any money which has been paid for same.

- C. Contractor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Contractor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement may not be construed to be and is not a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: Sean Loewe
Title: Director of Sales
Address: 32400 Industrial Dr.
Madison Heights, MI
48071
Telephone: 1-800-893-3665
Facsimile: 1-313-393-0499
E-mail: sloewe@brasco.com

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County's or the Contractor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Agreement
 2. Purchase Order(s)
 3. Solicitation # B180127LAC
 4. Contractor's Submittal in Response to Solicitation # B180127LAC

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

BRASCO INTERNATIONAL, INC.

Signed By: Cristina Sullivan Signed By: Sean Loewe

Print Name: CRISTINA SULLIVAN Print Name: Sean Loewe

Title: Director of Sales

Date: 9/5/18

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR

DATE: 9/28/18

ATTEST:

CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]
DEPUTY CLERK



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

- 1.1 The Lee County Transit Department (LeeTran), is seeking to contract with a qualified Contractor, also referred to as Vendor, to design, fabricate, and deliver three distinct types of modular, pre-fabricated solar powered passenger waiting shelters and accessories for bus stop locations on an as-needed basis and as specified herein. Contract is for the supply of structures only and therefore excludes installation.
- 1.2 LeeTran has set a minimum and maximum shelter purchase under this contract as follows that applies for the term of the contract, inclusive of renewal option years: Minimum of twenty-five (25) and Maximum of one hundred and fifty (150). There is no minimum purchase per purchase order. For purposes of this contract, any quantity above the listed minimum shall be consider and referred to as an Option(s).

2. MINIMUM QUALIFICATIONS

- 2.1 Contractor must meet the minimum requirements to be eligible for consideration of award of this contract. Participating Contractors shall complete the minimum qualification requirements form (Form 8) found herein to substantiate qualifications.
- 2.2 Contractor must have a minimum of 1 years' experience in the design and manufacture of aluminum passenger waiting shelters. Contactor must provide reference list of past and current bus waiting shelter projects.

3. TECHNICAL SPECIFICATIONS

3.1 GENERAL INFORMATION

Description: Design, fabricate and delivery of cantilevered modular pre-fabricated solar powered Passenger Waiting Shelters with internal bench seating and accessories for Type 1a and 1b shelters, along with an open style canopy styled shelter with bench and accessories for Type 2 and Type 3 shelters. All Shelters must be certified, signed and sealed by a professional structural engineer registered in the State of Florida to withstand 150 mph winds.

Installation: LeeTran shall perform installation through in-house installers or third party contractor. Shelters shall be designed so that installation of shelters can be completed by two people and shall take no longer than one day.

Specifications are intended to convey the salient performance properties, function and characteristics of the Bus Shelters and are not intended to depict any one brand or manufacturer. Attachments included sketches/renderings, to depict shelter design concepts as well as sketches/renderings of freestanding benches.

3.2 SHELTERS

3.2.1 STRUCTURE

- Type 1a: Standard: approximately 8-10' long (internal wall to wall) by approximately 5-7' deep
- Type 1b: Narrower: approximately 8-10' long (internal wall to wall) by approximately 4-5' deep (designed for constrained right of way locations)

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- Type 2: An open, non-walled canopy style cantilevered spoke style shelter with a radius roof, curved or barrel type. Approximate size of, 8' to 14' in length and approximately 7' to 10' wide. Two support beams, one on each end, will support radius roof.
- Type 3: An open non-walled canopy style shelter with a radius roof curved or dome type roof. Approximate size of, 8' to 14' in length and approximately 7' to 10' wide. Four support beams will support radius roof.

3.2.2 FRAME

- Frame Type 1a and 1b: Structural aluminum, Structural steel or combination.
- Frame Type 2: Structural aluminum, Structural steel or combination.
- Frame Type 3: Structural aluminum, Structural steel or combination.

3.2.3 WALLS

- Type 1a and 1b: Powder coated perforated aluminum wall panel for rear wall and far sidewall (two-sided shelter). Color to be determined by LeeTran.
- Type 2: Open canopy style.
- Type 3: Open canopy style.

3.2.4 ROOF

- Type 1a and 1b: Powder coated aluminum angled (sloped) or curved roof; rustproof and fade resistant; color to be selected by LeeTran. Solar panels to be mounted on roof.
- Type 2: Powder coated aluminum; curved or barrel radius roof canopy. Rustproof and fade resistant; color to be selected by LeeTran. Solar panel to be mounted on roof.
- Type 3: Powder coated aluminum; curved or radius dome style roof canopy. Rustproof and fade resistant; color to be selected by LeeTran. Solar panels to be mounted on roof.
- Shelter Bench Type 1: In shelter, floor mounted bench approximately 4 foot to 6 foot long dependent on length of shelter. Length of bench must leave a 30" clear space from end of bench to the sidewall panel. Bench type (style) is to match shelter type (style) design with seat divider bars to discourage sleeping on bench.
- Shelter Bench Type 2: Under canopy, floor mounted bench approximately 6 foot long. Bench type (style) is to match shelter type (style) designs with seat divider bars to discourage sleeping on bench.
- Shelter bench Type 3: Under canopy, floor mounted bench approximately 6 foot long. Bench type (style) is to match shelter type (style) designs with seat divider bars to discourage sleeping on bench.

- 3.2.5** In all cases, as stated above, there should be a minimum of 30" unobstructed width from the end of the bench to the shelter panel to accommodate a wheelchair.

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3.3 ACCESSORIES

- a. 20-gallon trash receptacle in coordinating style to be installed as a freestanding element outside the shelter. Receptacle must be rustproof and have a lid. Paint color options to be provided vendor.
- b. 2-sided solar power advertising display box, for each shelter type. Display box will function as side wall/wind screen, located on far side of shelter.
- c. 2-sided solar powered digital advertising display box for each shelter type. Remote programming capability. Cloud-based.
- d. 2-sided hard-wired electric powered digital advertising display box for each shelter type. Remote programming capability, Cloud-based.
- e. Stand-alone solar powered LED lighting device with a minimum height of 7'. Light is to be push button activated. Lighting must read at a minimum of 15-20 F.C from light pole.
- f. Bicycle rack: Powder coated, aluminum, inverted "c" or "u" type rack with a logo plate, designed to be bolted to concrete pad. Color to be determined by LeeTran
- g. Benches: Designed to be free standing, located outside of internal shelter area. Benches will be bolted to concrete slab. Powder coated color to be determined by LeeTran. Benches are to be metal, aluminum preferred. Bench should have seat divider bars to discourage sleeping on bench.
 - Advertising bench: Designed with backrest with advertising space and locking mechanism to insert and switch out marketing materials. Length approximately 6 foot.
 - Regular non-advertising bench: Approximately 6' in length with backrest.

3.4 SHELTER STANDARDS

- a. Approximately 7'-7'8" high at roofline, maximum height 10 feet; Comply with applicable building codes.
- b. All aluminum/steel shall conform to the applicable Industry standards.
- c. All structural framing members and mullions shall meet or exceed applicable industry standards. Snap together or 2-piece tubes will not be accepted.
- d. All roof and glazing frame extruded aluminum sections shall meet or exceed applicable industry standards.
- e. All structural connector channel, roof corner key angles and base anchor boots shall be extruded aluminum sections and shall meet or exceed applicable industry standards.
- f. All structural connector clips shall be factory applied and shall be concealed when field assembly is complete. Field attachment of connector clips is not acceptable. All associated hardware must meet applicable industry standards.
- g. All field connections shall be concealed when structure is complete and upright. Connections to structural clips shall be with two minimum ¼" countersunk aluminum or stainless steel drive rivets or approved equal. Finish join shall be flush.
- h. All fasteners shall be aluminum or stainless steel, a combination thereof, or an approved equal and shall be tamper proof. Zinc, carbon or any other "non-corrosive" fasteners are not acceptable. Self-tapping or self-

EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

drilling fasteners are not acceptable. Exposed fasteners shall be finished to match shelter finish.

- i. Roofline shall be designed as to channel away water and prevent water dripping down entrance of shelter.
- j. Material for aluminum roof shall be top quality, durable and long lasting. An appropriate overhang or other method of diverting rainwater away from the front entry is required. Finished roof shall be leak proof, rustproof, fade resistant. The roof shall be readily serviceable. Vendors shall supply Powder coated paint color, specification, options, and drawing depicting the roof design.
- k. Base connections shall be adjustable to varying sidewalk or mounting conditions. External anchor shoes shall be used and shall be finished to match the shelter. Anchor shoes shall contain internal drainage weep hole to prevent condensation build-up, or approved equal method.
- l. An air space between the bottom of each panel and the sidewalk/pad is required. Concrete base pad connections and the size of each panel shall be adjusted accordingly.
- m. All applicable standards of the Americans with Disabilities Act of 1990 shall apply.
- n. Shelter must be designed in accordance with wind load provisions of the Standard Building Code, the Florida Building Code, and any applicable requirements of Lee County.
- o. Shelter structure panels must be raised from the paved surface as required under Florida Administrative Code Section 14-20-003.
- p. Roofs shall be leak and condensation proof.
- q. There shall be a minimum of 36" wide unobstructed space within the shelter to accommodate wheelchairs.
- r. Solar lights must read a minimum of 15-20 Foot Candle (FC) from bench area. Enough cabling from the solar panel to the battery, so the solar panel may be installed on either side of the roof. Solar panels to be roof mounted, or integrated in the roof panel, or flexible solar panels.
- s. Batteries: The solar power system shall have batteries that require no maintenance, and designed for five (5) consecutive days, with no solar input. The wire harness shall include a weather resistant ATO fuse holder and plug to eliminate system failure due to corrosion, and accommodate quick/easy installation. The system batteries shall have a five year prorated warranty. Batteries shall be designed as to be weather and tamper/vandal resistant.
- t. Hardware: All hardware must be stainless steel and must be packaged prepackaged in complete kits for each individual shelter (shelter, bench, trash receptacle, and advertising kiosks with solar lighting package). Bulk packaging of hardware is not acceptable. Bill of Lading/Packing Slip will provide detailed inventory of all hardware included in shipment.
- u. Packing and Crating of Shelters: Shelters shall be modular, prefabricated and shipped in knock down condition for installation on a prepared concrete foundation using standard tools and equipment. Parts are to be clearly identified and complete instructions are to be provided. All hardware must be stainless steel and be packaged prepackaged in complete kits for each shelter (shelter, bench, and trash receptacle, advertising display box with solar lighting package). Bulk packaging of hardware is not acceptable. Bill of Lading/Packing Slip will provide detailed inventory of all hardware and shelter components included in shipment.
- v. Paint: Paint is to meet AAMA 2605 South Florida weathering standards for painted metal surfaces.
- w. Solar-powered LED security lighting must read at a minimum 15-20 FC from the bench area.

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- x. Solar-powered LED lighting for both security purposes and advertising display must read at a minimum of 15-20 FC from the bench area.

3.5 SUBMITTALS

With each purchase order issued the Contract shall provide the below documentation:

- a. Shop drawings - The awarded vendor shall provide five (5) final signed and sealed construction drawings and calculations by a professional structural engineer registered in the State of Florida.
- b. Certification that materials meet specifications.
- c. Aluminum frame descriptive literature, including AAMA or other industry standards literature.
- d. Rust proofed painted aluminum roof sample or descriptive literature.
- e. Written warranty.
- f. Paint color options for roof and specifications.
- g. Bench, trash receptacle and bike rack specifications.
- h. Advertising box specifications and literature for both standard and digital.
- i. Solar lighting specifications for both internal and stand-alone light.
- j. Documentation of 1-year experience in the design and manufacture of passenger bus shelters.
- l. Provide engineering drawings with concrete footing and slab thickness requirements, reinforcement rebar requirements and installation instructions. The engineering drawings supplied shall be signed and sealed by an engineer licensed in the State of Florida on construction plans and shall be for the shelters as delivered.

3.6 DELIVERY

Vendor shall deliver all equipment ordered within specified calendar days as listed on the Notice to Proceed or Purchase Order date whichever applies.

All shipping shall be F.O.B. Destination within Lee County, FL as directed by LeeTran at time of purchase. Each shelter shall be delivered to destination clearly labeled modular assemblies. Each shall include a boxed hardware kit with complete installation instructions

3.7 WARRANTY

Manufacturer shall provide written warranty that each shelter be free from defects, in parts and manufacture. As part of the bid proposal, the manufacturer shall provide a complete set of written, (and diagrammatic, as necessary) instructions for the assembly and installation of the shelters.

- a. Warranty begins from the date LeeTran received, inspected and accepted products
- b. All general material and workmanship shall be guaranteed to be free of defects for a minimum of five (5) years from the date of purchase.
- c. Replacement parts shall be made available for purchase by LeeTran for a minimum of twelve (12) years after

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purchase at the agreed upon price.

- d. A breakdown of all parts and main components shall be listed with the warranty terms.
- e. Manufacturer shall provide proof of design and testing.
- f. Warranty work must cover defects in materials. Defects shall include, but not limited to:

Parts: Loose, damaged and/or missing parts

Finish: Abnormal deterioration

Solar Lighting warranty minimums:

- 1) Battery- 5 years (prorated)
- 2) LED's -20 years
- 3) Charge Controller and LED Driver-5 years
- 4) Solar Panel- 20 years
- 5) Wiring Harnessing-10 years
- 6) Light Fixture-10 years
- 7) Mounting hardware- 20 years

End of Scope of Work and Specifications Section.

EXHIBIT B
CONTRACTOR'S BID AND FEE SCHEDULE

Pricing for all products purchased under this Agreement shall be in accordance with the unit prices below. Products shall comply with the specifications of the Solicitation and as further described by the Contractor's Response to the Solicitation attached hereto and incorporated herein as Attachment 1 to this Exhibit B.

SHELTER STRUCTURES - LEETRAN				
SHELTERS				
Item	Description	Unit	Quantity	Unit Price Years 1-3
1a	Type 1a : Standard: approximately 8-10' long (internal wall to wall) by approximately 5-7' deep	EA	0-25	\$10,975.00
1a - Option	Type 1a : Standard: approximately 8-10' long (internal wall to wall) by approximately 5-7' deep	EA	26-150	\$10,975.00
1b	Type 1b: Narrower: approximately 8-10' long (internal wall to wall) by approximately 4-5' deep (designed for constrained right of way locations)	EA	0-25	\$10,975.00
1b - Option	Type 1b: Narrower: approximately 8-10' long (internal wall to wall) by approximately 4-5' deep (designed for constrained right of way locations)	EA	26-150	\$10,975.00
2	Type 2: An open, non-walled canopy style cantilevered spoke style shelter with a radius roof, curved or barrel type. Approximate size of; 8' to 14' in length and approximately 7' to 10' wide. Two support beams, one on each end, will support radius roof.	EA	0-25	\$7,250.00
2 - Option	Type 2: An open, non-walled canopy style cantilevered spoke style shelter with a radius roof, curved or barrel type. Approximate size of; 8' to 14' in length and approximately 7' to 10' wide. Two support beams, one on each end, will support radius roof.	EA	26-150	\$7,250.00
3	Type 3: An open non-walled canopy style shelter with a radius roof curved or dome type roof. Approximate size of; 8' to 14' in length and approximately 7' to 10' wide. Four support beams will support radius roof.	EA	0-25	\$7,750.00

EXHIBIT B
CONTRACTOR'S BID AND FEE SCHEDULE

3 - Option	Type 3: An open non-walled canopy style shelter with a radius roof curved or dome type roof. Approximate size of; 8' to 14' in length and approximately 7' to 10' wide. Four support beams will support radius roof.	EA	26-150	\$7,750.00
ACCESSORIES				
Item	Description	Unit	Quantity	Unit Price Years 1-3
3.3a	20 Gallon Trash Receptacle	EA	0-25	\$450.00
3.3a - Option	20 Gallon Trash Receptacle	EA	26-150	\$450.00
3.3b	2 Sided Solar Power Advertising Display Box (non-digital)	EA	0-25	\$2,975.00
3.3b - Option	2 Sided Solar Power Advertising Display Box (non-digital)	EA	26-150	\$2,975.00
3.3c	2 Sided Solar Powered Digital Advertising Display Box	EA	0-25	\$27,400.00
3.3c - Option	2 Sided Solar Powered Digital Advertising Display Box	EA	26-150	\$27,400.00
3.3d	2 Sided Hard-Wired Electric Powered Digital Advertising Display Box	EA	0-25	\$19,750.00
3.3d - Option	2 Sided Hard-Wired Electric Powered Digital Advertising Display Box	EA	26-150	\$19,750.00
3.3e	Stand-alone Solar-Powered LED Lighting	EA	0-25	\$1,475.00
3.3e - Option	Stand-alone Solar-Powered LED Lighting	EA	26-150	\$1,475.00
3.3f	Bicycle Rack	EA	0-25	\$375.00
3.3f - Option	Bicycle Rack	EA	26-150	\$375.00
3.3g	Advertising Bench	EA	0-25	\$1,275.00
3.3g - Option	Advertising Bench	EA	26-150	\$1,275.00
3.3g	Regular Non-Advertising Bench	EA	0-25	\$675.00
3.3g - Option	Regular Non-Advertising Bench	EA	26-150	\$675.00

**EXHIBIT B – ATTACHMENT 1
CONTRACTOR'S BID**

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LEE COUNTY

SOUTHWEST FLORIDA

Invitation to Bid


B180127LAC

Shelter Structures for LeeTran's Passenger Amenities Program

June 27, 2018

Your Brasco Contact:

Sean Loewe

 (800) 893-3665 ext. 202

 sloewe@brasco.com

 www.brasco.com



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June 27, 2018

Lindsay Cepero, Procurement Grants Supervisor
Lee County
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901

Re: B180127LAC; Shelter Structures for LeeTran's Passenger Amenities Program

Dear Ms. Cepero,

Brasco International, Inc. is pleased to submit our proposal for Bus Shelters per Lee County's Bid documents. Brasco has been a responsible and responsive bidder since 1983, partnering with hundreds of transit agencies on similar contracts. Our sales, engineering and operations teams have reviewed your specification in full and guarantee full compliance with all requirements. We are bound by the bid without modifications, unless mutually agreed to by Lee County and by Brasco.

Brasco is a Michigan-based corporation, established over 24 years ago. We have fabricated the specified shelter types and accessories for over 10 years. We will manufacture your shelters with completely prefabricated roofs including factory mounted solar panels if applicable. We also prefabricate prototype units ahead of time to ensure everything goes together perfectly the first time. The extra work and quality control procedures we provide up front help to safeguard that a flawless installation. We have successfully manufactured shelters for Lee County in the past and we look forward to continuing our partnership.

We are confident that the quality of our shelters and the value of our customer service team cannot be surpassed. Brasco has decades of transit shelter experience and the financial resources, fabrication expertise, and the technical equipment to perform this contract. Enclosed you'll find supportive materials, including references from similar customers.

We appreciate the opportunity and we look forward to working with you and your team in the near future. We are available to meet at your convenience via conference call.

If you have any questions or require additional information please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Sean Loewe".

Sean Loewe
Director of Sales
(800) 893-3665 ext. 202
sloewe@brasco.com
FEIN: 38-3156752



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35 Years, Thousands of Customers

Since 1983 Brasco International has supplied and installed thousands of transit shelters and site furnishings. We offer standard "off-the-shelf" designs as well as fully customized designs brought to us by designers and architects. Our main products include bus shelters, bike shelters, smoking shelters, wayfinding displays, site furnishings and solar lighting packages. We also have fun designing and fabricating custom shelters for BRTs and covered walkways. All Brasco products are proudly made in the USA and guaranteed to meet Buy America requirements.

We believe that operating with integrity and transparency is vital to the health of the public transit industry and necessary to maintain fair and honest competition. All levels of our business function within these values.

Quality products and a quality reputation are the highest priorities for our team. As such, we fabricate top grade materials on state-of-the-art machinery with a highly trained team of experts - all under one roof. We're committed to every project being a success for everyone involved and understand that timeliness, quality and price are of the utmost concern. With Brasco, you are in expert hands of a team that has been doing just that for over 30 years.

"Brasco has provided us with over 330 pre-fabricated bus shelters, and their quality of workmanship and on-time delivery has been exceptional."

Broward County Transit, FL

"We've developed a good relationship with Brasco and continue to be satisfied with their approach to accomplishing our objectives and the quality and utility of services, materials and equipment provided."

-Regional Transit Service, New York

"Brasco's work performance and responsiveness has always been stellar. CDTA has had contracts with Brasco for bus shelters and other street amenities for nine years and we have been very satisfied with both the service and the product."

Capital District Transportation Authority, New York

"We have been using Brasco International for several years and their service and material is exceptional. Their ability to work quickly and with reliable materials has consistently proven to be a great value. They have provided us with superior bus shelters that look professional and meet the needs of our customers at a great price."

Go Metro, Ohio

"More beautiful custom shelters!"

Utah Transit Authority, Utah

"We are receiving wonderful feedback from our customers as we install new shelters at different locations. Thank you for a great product!"

Pinellas Suncoast Transit Authority, Florida

"We are very pleased with the service Brasco has provided — from lead times, to delivery, to product reliability."

Mississippi State University, Mississippi

"MUTD's experience with Mr. Loewe is the kind of customer service that will make Brasco my first search and first call for all future purchases."

Missoula Urban Transportation District (Mountain Line), Montana



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Hands On Leadership

Brasco's in-house leadership team works closely to integrate departmental processes effectively. Primary leadership values include ongoing education, cross-departmental training and personal empowerment.



Cristina Sullivan

Vice President of Finance

With Brasco for over thirteen years, Cristina is responsible for the accounting of the company and administrative operational health. All financial arrangements for each order are managed by Cristina and she works collectively with Sales and Project Management to ensure orders are processed correctly, and with Purchasing & Production to ensure materials are allocated correctly.



John Buttrey

Vice President of Manufacturing

John is responsible for the strategic planning, tactical implementation and operational management of Brasco's manufacturing plant. John has a formal background in mechanical engineering and has successfully led the manufacturing operations at automotive, electrical and government equipment facilities over his 40 year career. John is an expert in program management and schedule processing, and works closely with Brasco's Quality Control Manager to ensure quality at every stage.



Paul Olinzock

Director of Operations

Paul manages purchasing and logistics within the Operations department and is the primary intermediate between Engineering, Operations and Manufacturing. Paul has been instrumental in streamlining Brasco's supply chain processes and inventory efficiencies. He maintains positive relationships between Brasco and its suppliers, affording us the more competitive wholesale pricing for our customers.



Brian Bauman

Director of Engineering

Brian has been with Brasco for over six years and has been involved in the manufacturing industry for over fifteen. Brian and his team are responsible for each product's design, functionality and standards. He collaboratively works with the sales team and Brasco's clients to develop exemplary products that meet even the most challenging of specifications. Brian has extensive knowledge with various CAD systems and is continually improving our efficiencies.



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Experienced Account Management

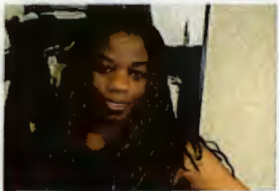
Brasco's team works closely together to make sure all customer needs are met. The Sales Team, Project Manager, Quality Control and all administrative staff collaborate to serve clients needs.



Sean Loewe

Director of Sales

With over eleven years experience as the lead account manager for Brasco, Sean has been involved in thousands of shelter projects throughout the US, Canada and Caribbean. He has a diverse business background that provides creative solutions to difficult transit design challenges. Sean has a bachelor's degree in Business Administration from Western Michigan University and is Brasco's veteran account manager for transit shelters, BRT and custom designs. Sean manages transit sales across the greater United States.



Tiffany Vanderpujle

Sales Coordinator

Tiffany has been with Brasco for over three years and comes from a strong marketing and communications background. She manages retail customers nationally. Tiffany finds particular interest in the collaborative aspect of Brasco's sale process and thrives when working with customers on new design creations.



Vanessa Bagwell

Program Manager

Vanessa plays a vital role on the Brasco team, supporting all departments and operational processes. She oversees the production schedule and maintains updates to customers throughout the order process. She manages all installation processes, as well as facilitates internal and external quality control solutions. Vanessa practiced law for several years and still maintains her attorney's license. She is diligent and focused by nature and genuinely enjoys the high level of customer interaction necessary of her position.



Chris Murawski

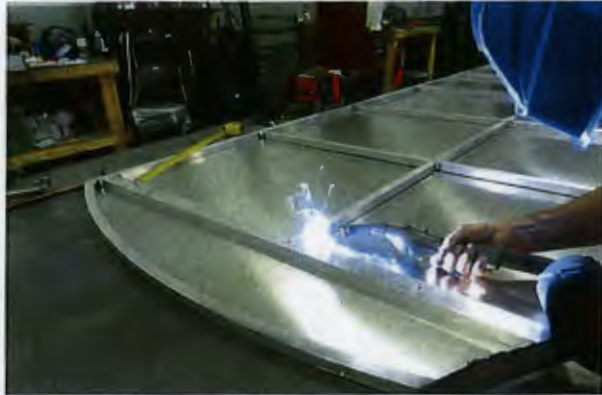
Quality Control Engineer

Chris has over 28 years of experience in quality control management, product testing, and Lean manufacturing practices. He leads all quality measures and practices throughout Brasco's organization, with its suppliers, trains employees, and guides customers as needed through installation processes. Chris's background spans overseeing processes for custom job shop manufacturing as well as high volume automotive production.



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Lead Welder, 9 Year Brasco Veteran



Director of Manufacturing

Highlights About Your Brasco Team

- Quality Control is Maintained Under One Roof: Sales, Engineering, Operations, Fabrication, Powder Coating, Project Management
- All Products are Made in the USA and Buy America Complaint
- We Have 30+ Years of Industry Expertise in Shelter Engineering & Fabrication
- Each Customer has One Designated Sales Account Manager and Project Manager
- We Deliver Completely Pre-Assembled Roofs for Ease of Installation
- We've Been Fabricating Solar Lighting Packages for over 15 Years.
- We Operate with Best-in-Industry Technology Including CAD and Inventor Engineering Programming
- All of Our Welders are AWS Certified
- We are IWAY Certified for Meeting International Quality Operating Standards
- We're an environmentally responsible manufacturer and use recyclable aluminum, HDPE, and a zero volatile organic compound (VOC) powder coat finish.
- Our facility produces zero air, water or soil waste output, and excess materials are recycled or repurposed for future uses.



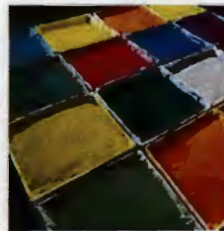
Aluminum shavings & excess drops are collected and recycled to make new extrusions & castings.



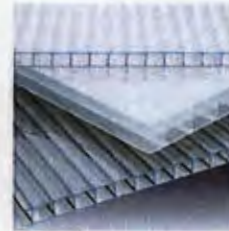
Wooden crates, pallets, and excess lumber that's used for shipping and storage are chipped and repurposed.



Office paper & cardboard is separated from regular waste and recycled.



A non-Volatile Organic Compound (VOC) powder coat is applied in-house. Brasco produces zero air, water, and ground waste through this process.



Unused plastic glazing (acrylic, polycarbonate, twin wall) is collected, sold to be melted down & repurposed.



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Brasco Process Flow

Brasco International, Inc. is a full service manufacturing company that works with our clients from design, to manufacturing, to the installation of your passenger waiting shelters and everything in between.

Attached is a flow chart describing our process as a company.

To summarize the process...

Brasco has an internal meeting to discuss the customers design, requirements, expectations, and all pertinent information about the project. Drawings are created and a professional proposal is submitted.

Once awarded, the project is assigned a project manager and a lead engineer. The project manager ensures the entire project is on time, on budget, all submittals are approved and the customer is informed throughout the process. The lead engineer is in charge of all drawings, cut sheets, structural calculations, packing lists, etc.

Upon receipt of all approvals, the project moves to our operations department. Purchasing orders all materials and finalized dates are set by our production department.

The next step is the actual manufacturing of the project. Brasco employs the highest skilled fabricators and welders to manufacture your product. We have the latest technology including several CNC machines, Router Tables, Automated Saws, and all other equipment necessary for complete and professional products including a full line powder coat painting facility.

Prior to project completion, we work with the client regarding delivery and installation. Our project manager and shipping department provide several updates during the engineering and manufacturing process.

Detailed installation procedures are provided with every product we offer. We also provide in-person installation supervision for an additional fee and are always available to speak about the technical aspects of any of our products.

We provide great service before, during, and after all sales and you can always reach your sales consultant any day, any time.



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Brasco Process Flow

Brasco's management team has established a process to control orders and their delivery dates. Below is an outline of that process.



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Project References—SMART

Organization: Suburban Mobility Authority for Regional Transportation

Project Name and Location: SMART Passenger Waiting Shelters with Solar Lighting – Metro Detroit, MI

Start and Completion Date: May 2012 – Present

Contact Person: Mark Starnes/ (586) 421-6550 / mstarnes@smartbus.org

Project Description: Brasco International, Inc. has provided over 100 Eclipse Style passenger waiting shelters with benches, trash receptacles, solar lighting, and solar powered USB ports to SMART.

Specifically, SMART was looking for a new shelter style that was attractive and durable enough to last several years. Brasco developed their Eclipse Shelter Style to fit the needs of their passengers.

We provide the modern and upscale design in various shelter lengths to accommodate the varying traffic at each individual bus stop.

The new design has been well received both by the passengers and by SMART.



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Project References—SMART

Brasco Rendering



Actual Shelter



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Project References—SMART



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Project References—Arlington County

Organization: Arlington County

Project Name and Location: Arlington County Bus Stop Improvements – Arlington, VA

Start and Completion Date: March 2012 – Present

Contact Person: Mark Mainardi / (703) 228-3392/ mmainardi@arlingtonva.us

Project Description: Brasco International, Inc. has had multiple multiyear contracts to manufacture and deliver various shelter styles to Arlington County.

Specifically, Arlington County was looking for a new modern shelter look without breaking the bank. Brasco developed their Eclipse Shelter Style to fit within Arlington's changing streetscape environment while staying below budget.

We provide the new upscale design in various shelter lengths to accommodate the varying traffic at each individual bus stop.

The new design has saved Arlington County thousands of dollars per shelter when compared to the previous shelter design.



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Project References—Arlington County

Brasco Rendering



Actual Shelter



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Project References—SORTA

Organization: SORTA/Metro

Project Name and Location: SORTA/Metro Passenger Waiting Shelters with Solar Lighting – Cincinnati, OH

Start and Completion Date: February 2013 – June 2017

Contact Person: Derek Tucker (513) 632-9212 / dtucker@go-metro.com

Project Description: Brasco International, Inc. has provided over 65 Eclipse Style passenger waiting shelters with benches and solar lighting to SORTA/Metro over the past few years.

With the help of Brasco, SORTA was able to provide comfort to their waiting passengers in a newly designed bus shelter. The Eclipse shelter is the best of both worlds—form and function. Each shelter is equipped with a comfortable and stylish bench with the added safety and security of solar lighting.

We provide the new upscale design in various 10' and 20' lengths to accommodate the varying traffic at each individual bus stop.

A local graphics company adds site specific graphics to the shelters for added branding that makes each shelter comparable but unique.



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Project References—SORTA

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Actual Shelter



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Project References—COTA

Organization: Central Ohio Transit Authority

Project Name and Location: High Street Bus Shelter Project – Columbus, OH

Start and Completion Date: June 2012 – July 2014

Contact Person: Kevin Christopher / (614) 275-5934 / christopherk@cota.com

Project Description: Brasco International, Inc. was contracted to design, build and install custom shelters with COTA's design intent. The custom shelters were value engineered to meet the aesthetics that COTA was looking for while staying on budget.

The shelter design originated from a design competition at a local college. Three designs were selected and the public voted on the winning design.

It was Brasco's job to make the winning design into a reality in which the passengers of COTA are now enjoying today.

The custom design also includes signage, real time displays, lean rails, benches and custom LED lighting.

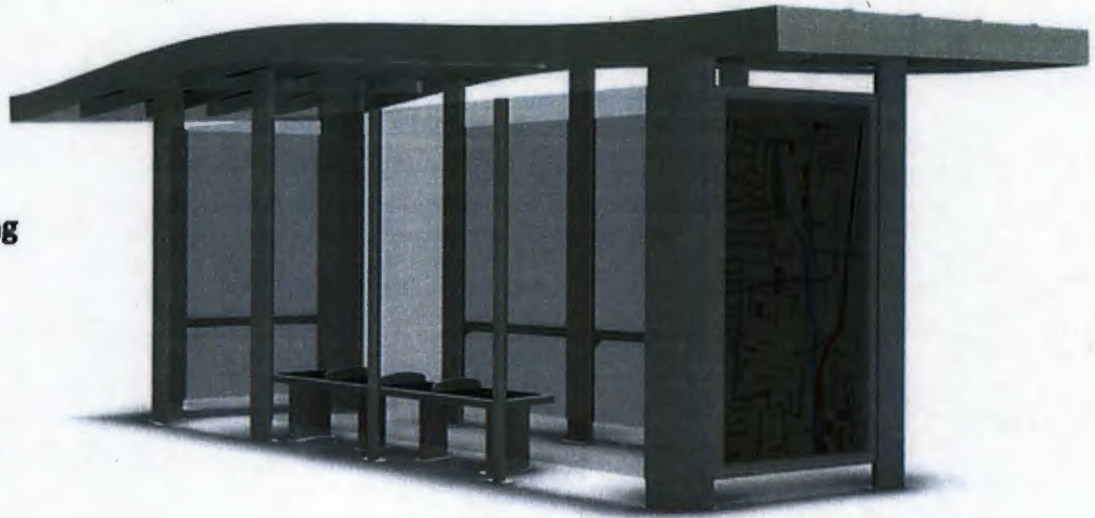


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Project References-COTA

Brasco Rendering



Actual Shelter

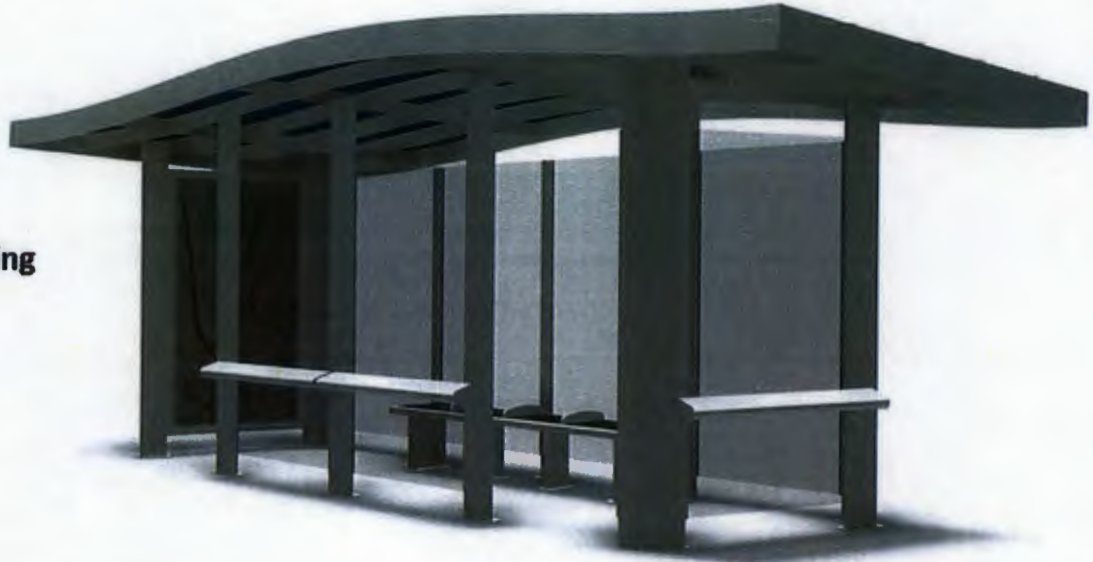


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Project References-COTA

Brasco Rendering



Actual Shelter



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Project References—RGRTA

Organization: Rochester Genesee Regional Transportation Authority

Project Name and Location: Mt Hope Transit Center – Rochester, NY

Start and Completion Date: May 2014 – Present

Contact Person: David Belaskas / (585) 654-0658 / dbelaskas@myrts.com

Project Description: Brasco International, Inc. was contracted to design, build and install custom shelters with RGRTA's design intent. RGRTA has high profile satellite transit centers at a few key locations across their service area. These satellite transit centers have higher traffic volumes and RGRTA wanted to go with a custom high end look for these new developments.

The design was centered around large, rectangular aluminum columns and beams which were engineered by Brasco's team to include 6" x 12" structural aluminum extrusions. The design features a custom gull wing glass roof with a gutter in the center. The water is funneled to one side of the shelter and down a column with a built in scupper. The shelters also have lighting, heating, a real time LED information screen and vertical signage with station identification.



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Project References—RGRTA



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Project References—RGRTA

Brasco Rendering



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Project References—Broward County Transportation

Organization: Broward County Transportation

Project Name and Location: FDOT –BCT Bus Shelters – Fort Lauderdale, FL

Start and Completion Date: February 2011 – Present

Contact Person: Ralph Viola / (954) 357-6373 / rviola@broward.org

Arethia Douglas / (954) 357-8375 / acdouglas@broward.org

Project Description: Brasco International, Inc. has been contracted to design and build custom shelters with BCT's design intent.

The Interlude Shelters have a modern industrial look that functions perfectly in south Florida. The shelters are also engineered to meet the highest wind load requirements in the nation.

BCT has ordered hundreds of these shelters to date which also include custom benches, signage and solar lighting.



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PROPOSED PRE-FABRICATED BUS SHELTER
CURVED COLORBOND OPTION - BLUE ROOF

BUS SHELTER OPTION 1

BUS SHELTER OPTION 2

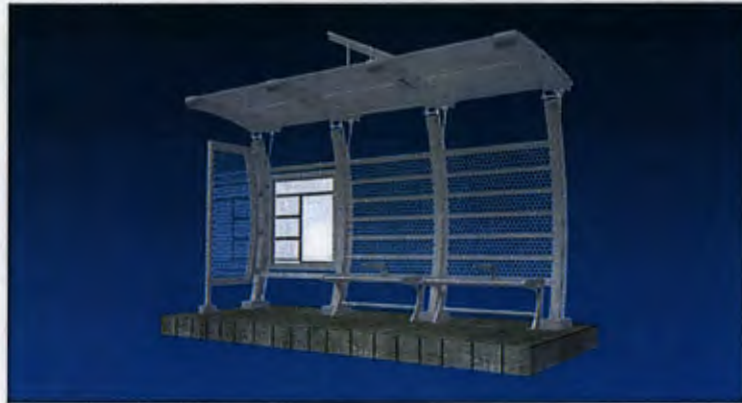
BUS SHELTER OPTION 3

SIDE VIEW OPTION 1

SIDE VIEW OPTION 2

SIDE VIEW OPTION 3

Brasco Rendering



Actual Shelter

Project References—Broward County Transportation



Brasco Rendering



Brasco Rendering



Actual Shelter



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Project References—PSTA

Organization: Pinellas Suncoast Transit Authority

Project Name and Location: Slimline Arched Roof Bus Shelters with Solar Lighting – St. Petersburg, FL

Start and Completion Date: April 2014 – Present

Contact Person: Mark Knight / (727) 540-1906 / mknight@psta.net

Project Description: Brasco International, Inc. is under contract to design and build semi-custom shelters with PSTA's design intent.

The custom shelters were designed with contemporary elements with a beach themed color scheme. The shelters were also structurally engineered to meet the hurricane wind speeds required in south Florida.

The custom designs are offered in various sizes to meet the needs of individual bus stop locations.

The shelters also includes PSTA branding elements, perforated aluminum benches, display cases and custom solar powered LED lighting with flexible solar panels.



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Project References—PSTA

Brasco Rendering



Actual Shelter



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Project References—CDTA

Organization: Capital District Transportation Authority

Project Name and Location: Various Bus Shelters and Solar Lighting – Albany, NY

Start and Completion Date: – January 2017

Contact Person: David Gehrs / (518) 437-6853 / davidg@cdta.org

Project Description: Brasco International, Inc. was contracted to design and build CDTA's standard bus shelter design.

The design includes five different sizes with integrated advertising displays and freestanding benches with backrests.

We have successfully provided 100+ shelters over the last eleven years.

The shelter design includes a dark green powder coat painted finish, an aged copper metallic standing seam aluminum hip roof, and welded lower circle pattern grillwork.



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Project References—CDTA



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Interlude Shelter Specifications—Type 1

5' x 8' Interlude Series Aluminum Structure

Long Lasting Aluminum Shelter Construction That Will Never Rust

Two Sides with Open Front and Open Side

Powder Coat Painted Aluminum Finish – RAL Color TBD

Perforated Aluminum Wall Panels

Flat or Curved Aluminum Roof with Matching Finish or Structured Polycarbonate Glazing

Solar Powered Lighting Package for General Illumination

Interlude Series Aluminum Perforated Aluminum Bench with Armrest

Optional 20 Gallon Perforated Metal Trash Receptacle with Lid

Optional Solar Powered 4' x 6' Two Sided LED Backlit Advertising Display Box (non-digital)

Optional Solar Powered Two Sided Advertising Display Box (digital)

Optional A/C Powered Two Sided Advertising Display Box (digital)

Optional SolStop (stand alone solar powered led lighting)

Optional Single Hoop Bicycle Rack

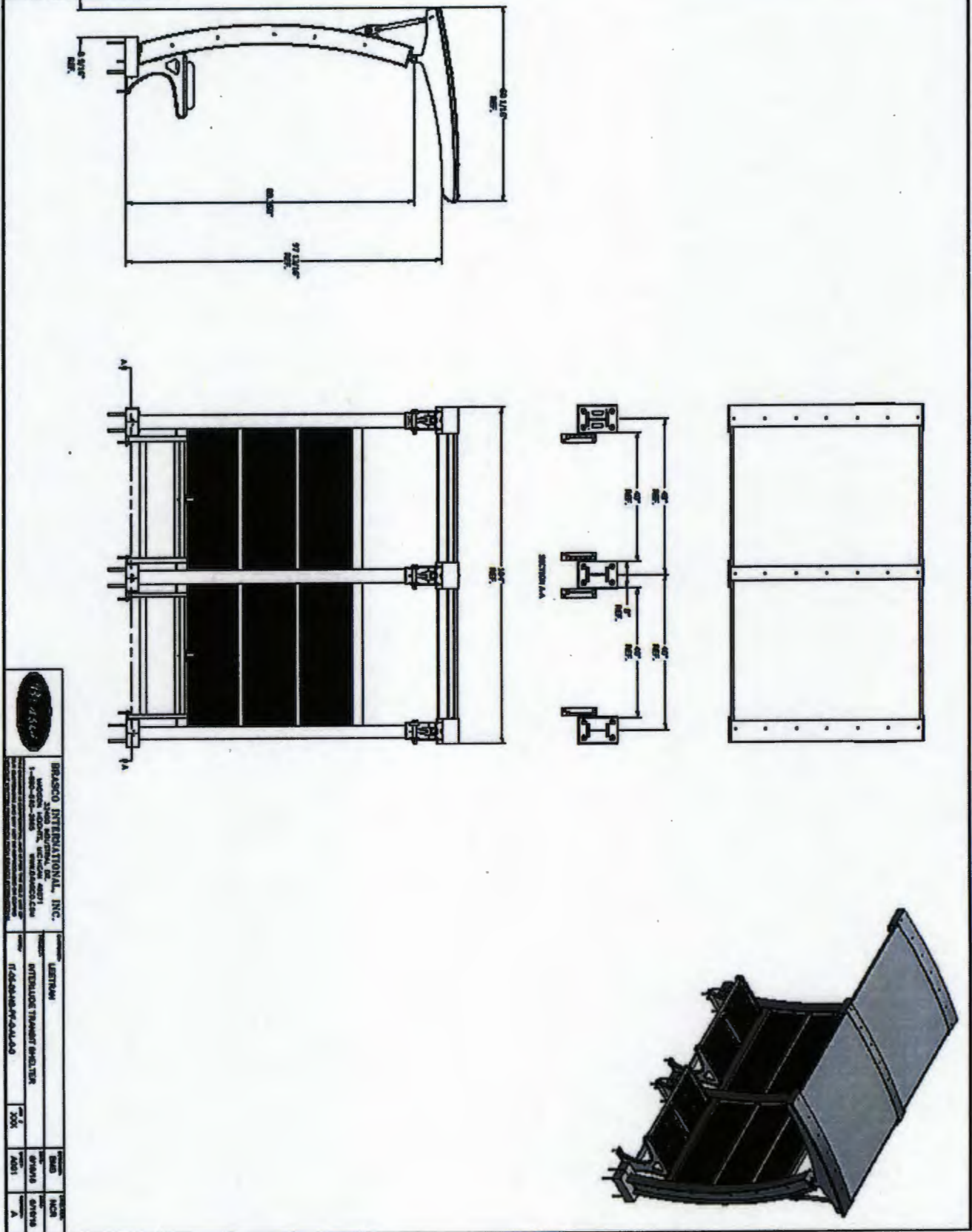
Optional Advertising Display Bench



Brasco International, Inc.
32400 Industrial Dr.
Madison Heights, MI 48071

1-800-893-3665
info@brasco.com
www.brasco.com

Engineered Drawings



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Interlude Photos



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Interlude Photos



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Axle Shelter Specifications—Type 2

9' x 10' Axle Series Aluminum Structure

Long Lasting Aluminum Shelter Construction That Will Never Rust

Canopy Style without Walls

Powder Coat Painted Aluminum Finish – RAL Color TBD

Curved Aluminum Roof with Matching Finish or Structured Polycarbonate Roof Glazing

Solar Powered Lighting Package for General Illumination

Curveline Series Aluminum Bench with Armrests

Optional 20 Gallon Perforated Metal Trash Receptacle with Lid

Optional Solar Powered 4' x 6' Two Sided LED Backlit Advertising Display Box (non-digital)

Optional Solar Powered Two Sided Advertising Display Box (digital)

Optional A/C Powered Two Sided Advertising Display Box (digital)

Optional SolStop (stand alone solar powered led lighting)

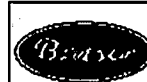
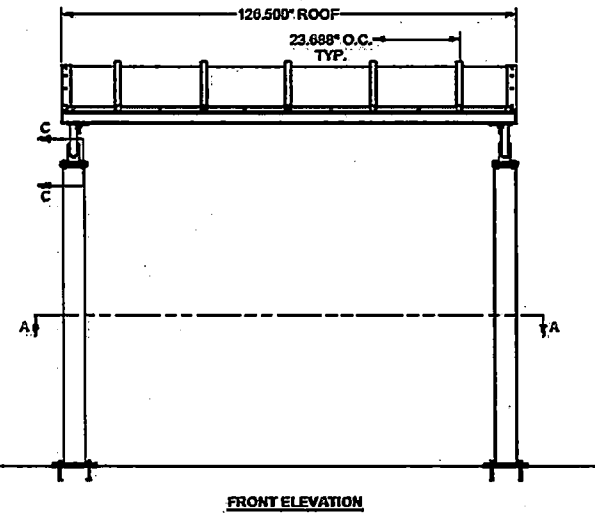
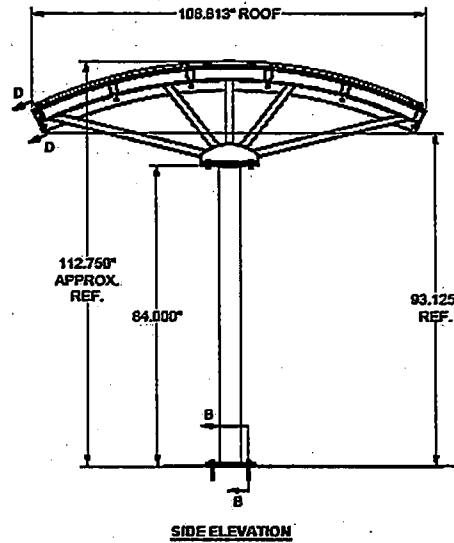
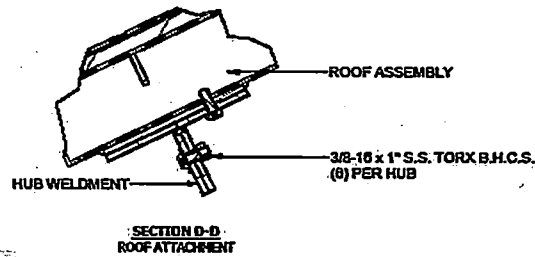
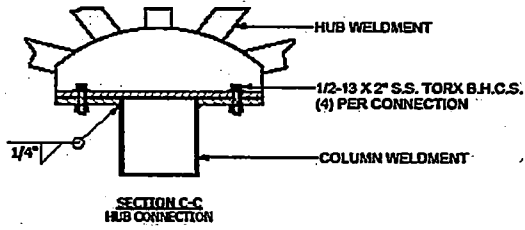
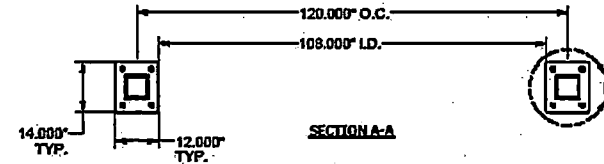
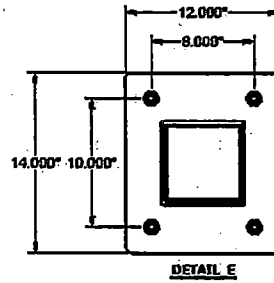
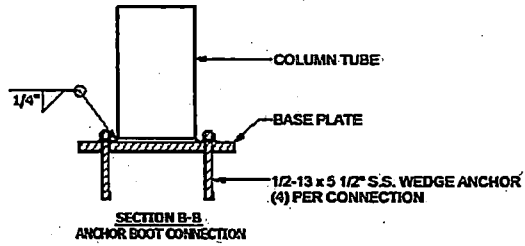
Optional Single Hoop Bicycle Rack

Optional Advertising Display Bench



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info@brasco.com
www.brasco.com



BRASCO INTERNATIONAL, INC.
32400 INDUSTRIAL DR.
MADISON HEIGHTS, MICHIGAN 48071
1-800-893-3665 WWW.BRASCO.COM

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CUSTOMER: LEETRAN	DESIGNED BY: HAUS	CHECKED BY: BDH
PROJECT: AXLE STYLE BICYCLE SHELTER	DATE: 6/20/18	DATE: 6/20/18
MODEL: AX-09-10-AR-SPC	SHEET: 001	REVISION: A



**EXHIBIT B – ATTACHMENT 1
CONTRACTOR'S BID**



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32400 Industrial Dr.
Madison Heights, MI 48071

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www.brasco.com

Custom Slimline Shelter Specifications—Type 3

8' x 10' Custom Slimline Aluminum Series Structure

Long Lasting Aluminum Shelter Construction That Will Never Rust

Canopy Style without Wall Glazing

Anodized or Powder Coat Painted Aluminum Finish – RAL Color TBD

Curved Aluminum Roof with Matching Finish or Structured Polycarbonate Glazing

Solar Powered Lighting Package for General Illumination

Curveline Series Aluminum Bench with Armrests

Optional 20 Gallon Perforated Metal Trash Receptacle with Lid

Optional Solar Powered 4' x 6' Two Sided LED Backlit Advertising Display Box (non-digital)

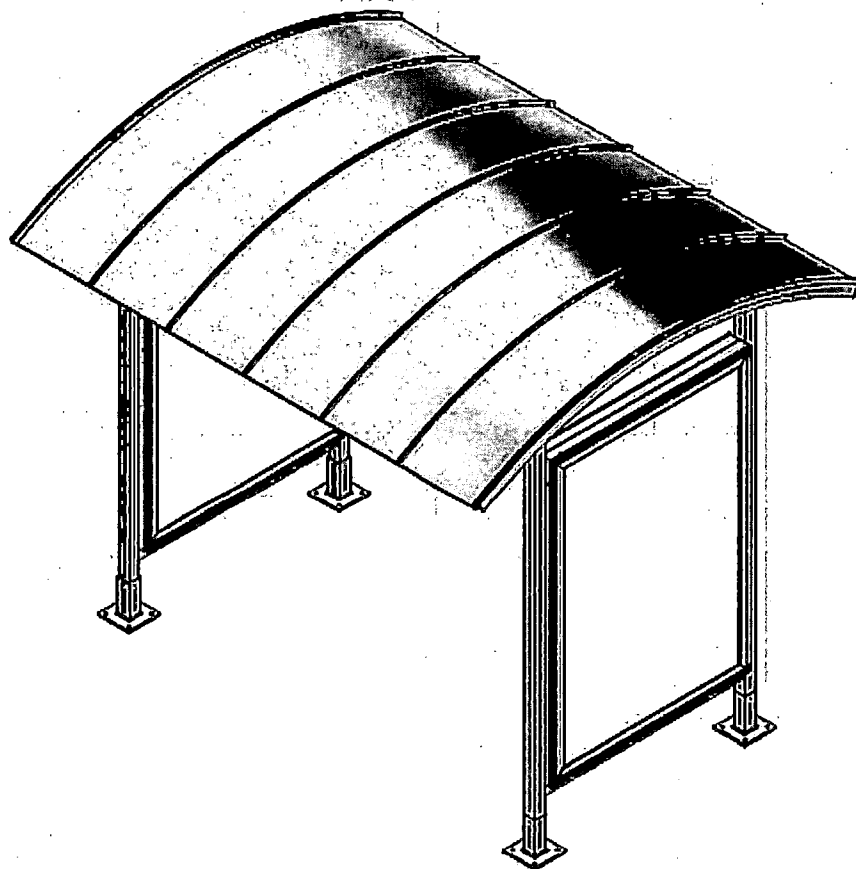
Optional Solar Powered Two Sided Advertising Display Box (digital)

Optional A/C Powered Two Sided Advertising Display Box (digital)

Optional SolStop (stand alone solar powered led lighting)

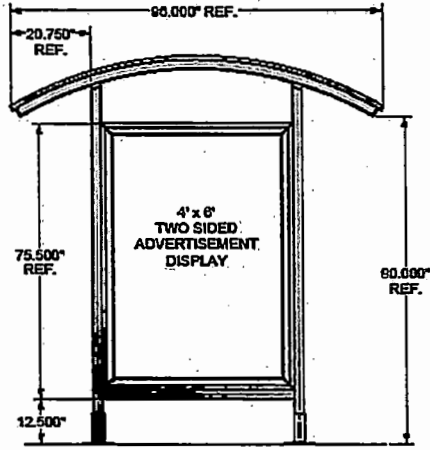
Optional Single Hoop Bicycle Rack

Optional Advertising Display Bench

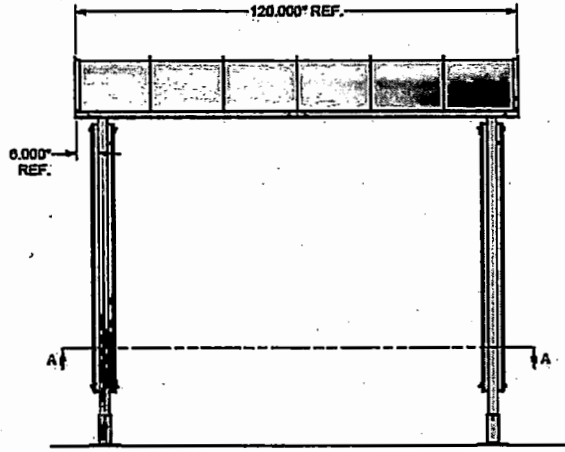


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Madison Heights, MI 48071

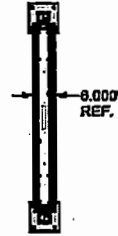
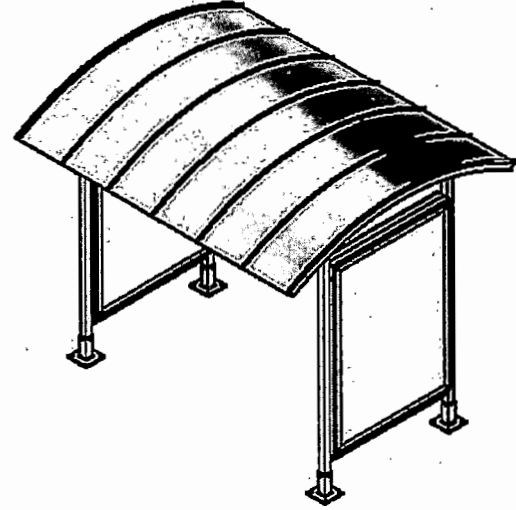
1-800-893-3665
info@brasco.com
www.brasco.com



END ELEVATION




SIDE ELEVATION



SECTION A-A

NOTES:

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	BRASCO INTERNATIONAL, INC. 32400 INDUSTRIAL DR. MADISON HEIGHTS, MICHIGAN 48071 1-800-893-3665 WWW.BRASCO.COM		CUSTOMER: LEETRAN		DESIGNED: HAUS	CHECKED: BDH
	PROJECT: CUSTOM ARCHED ROOF SHELTER		DATE: 6-6-18		DATE: 6-7-18	
THIS DRAWING IS CONFIDENTIAL AND IS FOR THE SOLE USE OF OUR CUSTOMERS AND MAY NOT BE REPRODUCED OR COPIED WITHOUT WRITTEN PERMISSION FROM BRASCO INTERNATIONAL			MODEL: 8' X 10' SHELTER	JOB # N/A	SHEET: 001	REVISION: A

Custom Slimline Photos



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Solar Power



Solar Lighting System Is Sized for Specific Run Time and Battery Backup for Fort Myers, FL Geographical Location.

100 Watt Roof Mount Flexible Solar Panels Shown.



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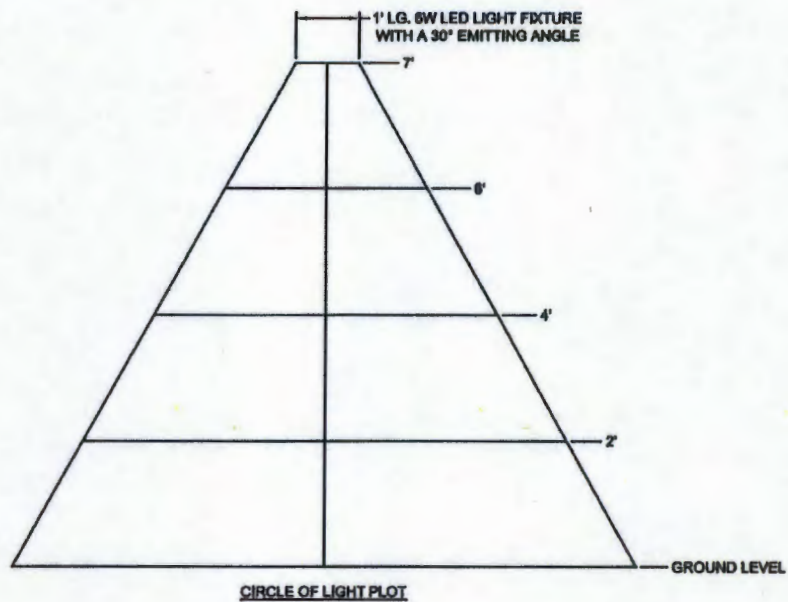
Solar Power



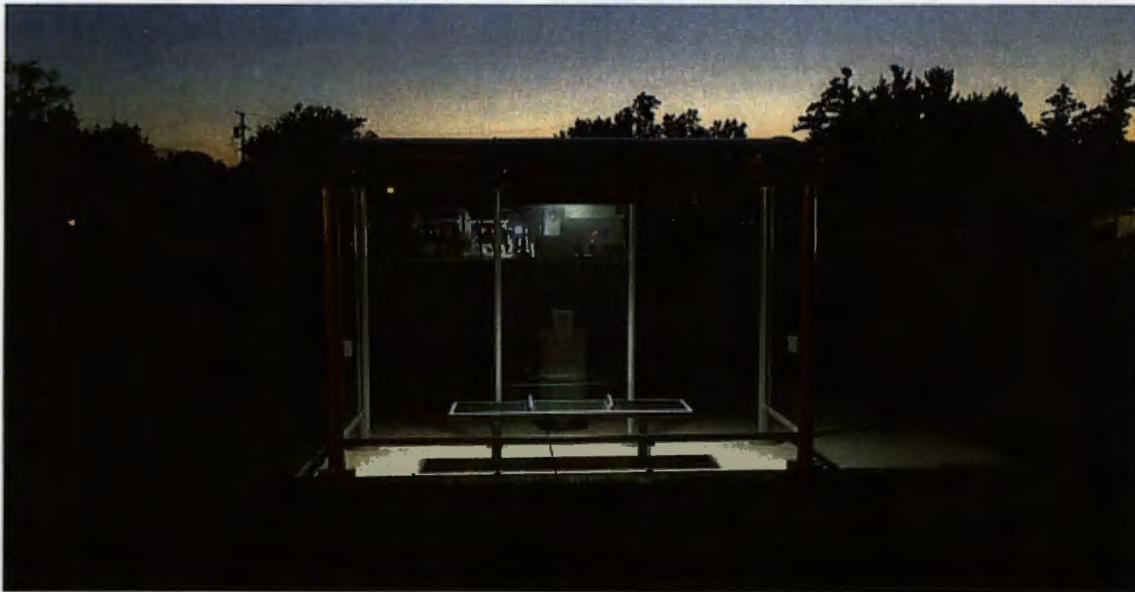
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Solar Power—LED Light Matrix



MOUNTING HEIGHT	FOOT CANDLES AT	FOOT CANDLES AT	DIAMETER (FEET)
GROUND LEVEL	3.0	2	10
2	6	3	8
4	16	5	6
6	132	7	4



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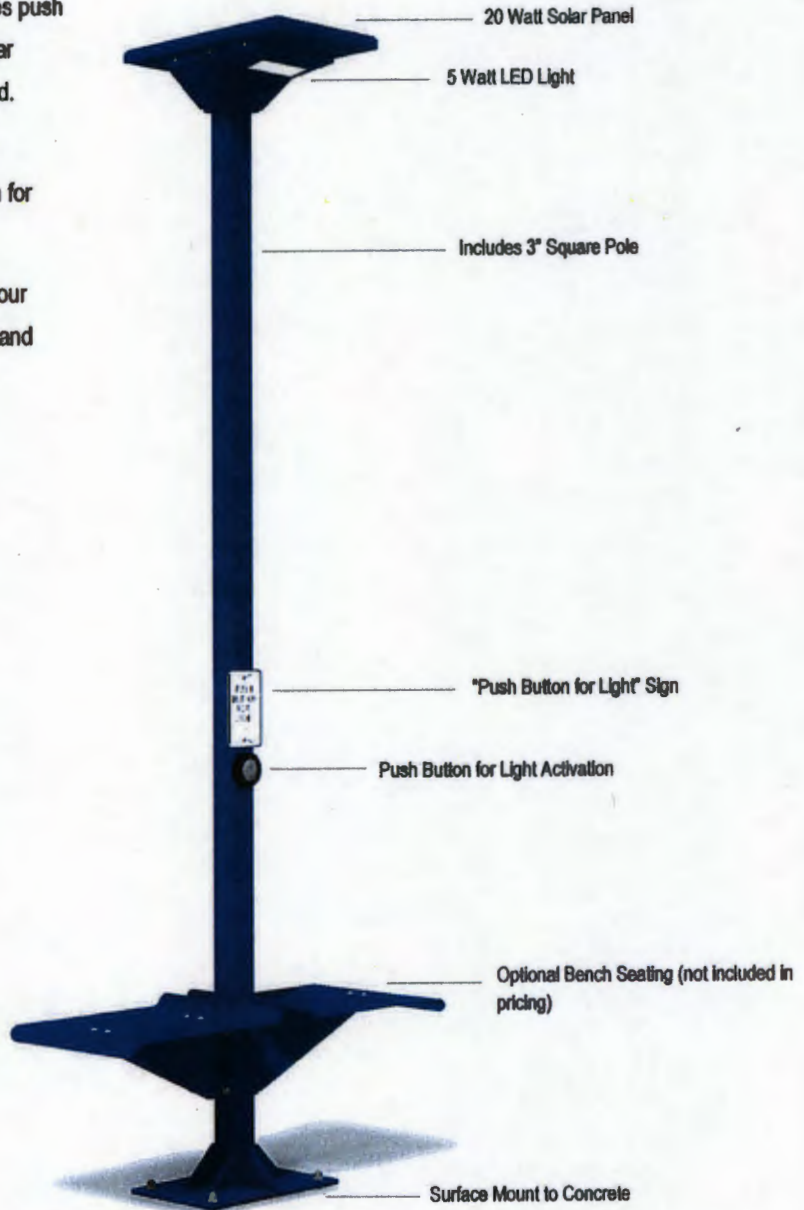
SolStop

Solar Powered Push Button Light

The SolStop® is an ideal solution for bus stops without seating or adequate security lighting. It provides push button activated lighting through renewable solar energy with minimal to no maintenance required.

Optional accessories include static information displays, digital real-time displays, "push button for light" sign and attached aluminum bench.

Tailor the SolStop® by powder coating it with your agency colors, add decals to the head or pole, and engrave the bench seat with a custom logo.



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5W Bright White LED



10W or 20W Solar Panel Option



Add-on Perforated Aluminum Bench



Piezo Push Button Activation

SOLSTOP

Brasco's SolStop® is made in the USA and one of the highest performing solar bus stop lights available. Expect a pre-wired and pre-assembled unit of exceptional quality & unparalleled off-the-grid performance.

SolStop® Highlights

- Available with or without pole
- Easily branded: powder coat to color(s) of choice
- ADA compliant push button activation
- Add column mounted information displays

Improved Safety & Experience

- Delivers safety and improves ridership confidence
- Transit stop lighting is a crime deterrent
- Reduces ridership pass-bys
- Positions transit agency as green energy leader
- Better illuminates pole-mounted wayfinding

Reduced Operating Costs

- One-time expense, no monthly utility bills
- No trenching needed; reduces installation cost
- 50,000 hour LED operating life span

GENERAL SPECIFICATIONS

Photovoltaic Panel	High Efficiency Multi-crystalline Photovoltaic Module, UL Listed
Operating Temperature	-30° to 50° C (-22° to 122° F)
Panel Sizes	20 Watt
Maximum Operating Voltage	17V
Maximum Operating Current	12V
LED	Cool Tone White Light with High Brightness, 5500K Output Color
Operational Lifetime	Minimum 50,000 Hours
Illumination Level	20+ Foot Candles Peak, 9 Ft. from Source
Brasco Pole Height	9 ft.
Brasco Pole Dimensions	3 in. W x 3 in. W X 1/4" Thick
Existing Pole Acceptance	1.75", 2", 2.5", 3" Square
Maximum Battery Voltage	18V
Maximum Battery Current	12V
Low Voltage Disconnect	Yes, 40% Battery Life Disconnect
Lighting Control	On Demand via Push Button for 5 Minute Increments
Finishing Options	Standard Powder Coat

OPTIONAL ACCESSORIES

"Press Button for Light" Sign	Vinyl Decal on Powder Coated Aluminum Plate
Optional Digital Real Time Display	ConnectPoint® 10" eInk Display
Optional Attached Bench	Two-seat Attached Bench with Perforated Seat

WARRANTY

Photovoltaic Panel	3 years
Mounting Hardware	3 years
LED Light Fixture & Light Engine	3 Years
Wire Harnesses and Connectors	3 Years
Solar Charge Controller	3 Years
Solar Batteries	3 Year Proration (0-12 Months: 100%, 13-24 Months: 50%, 25-36 Months: 25% Refunded / Applied)
Powder Coat Finish	3 Years



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SolStop



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www.brasco.com

Optional Elements



Optional Freestanding Bench



20 Gallon Perforated Metal Trash Receptacle with Lid (lid not shown)



Single Hoop Bike Rack with Logo

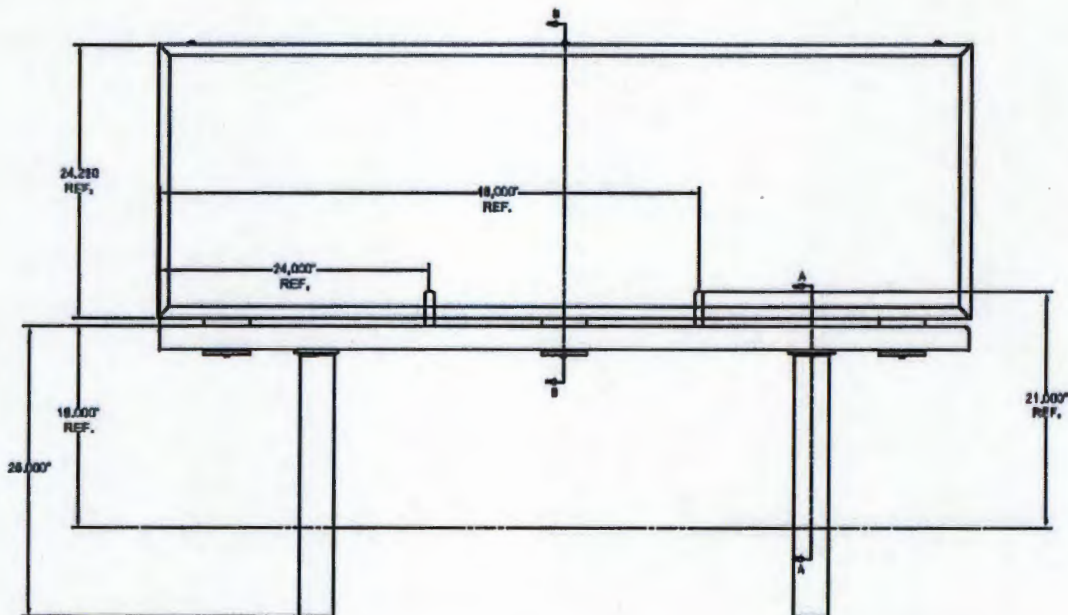
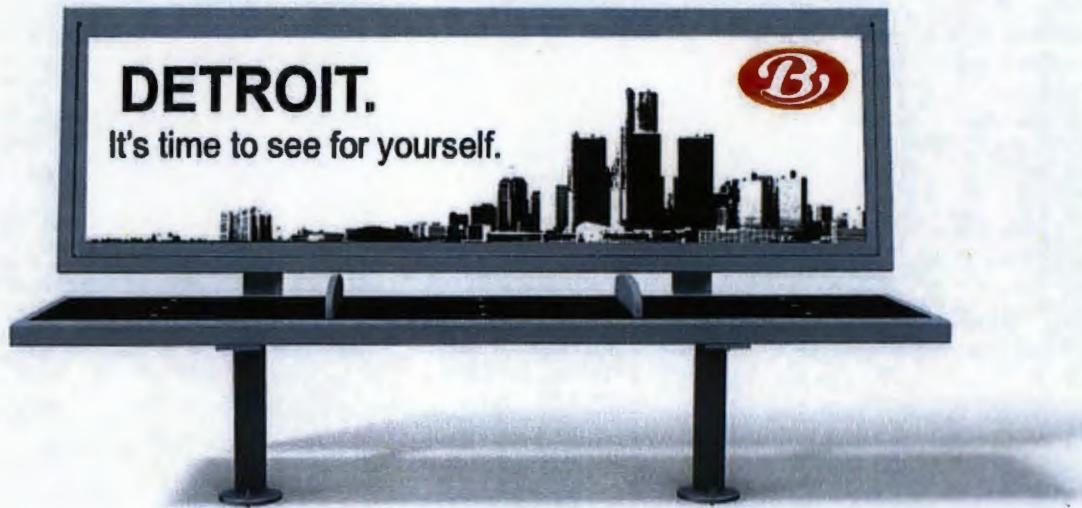


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Optional Elements

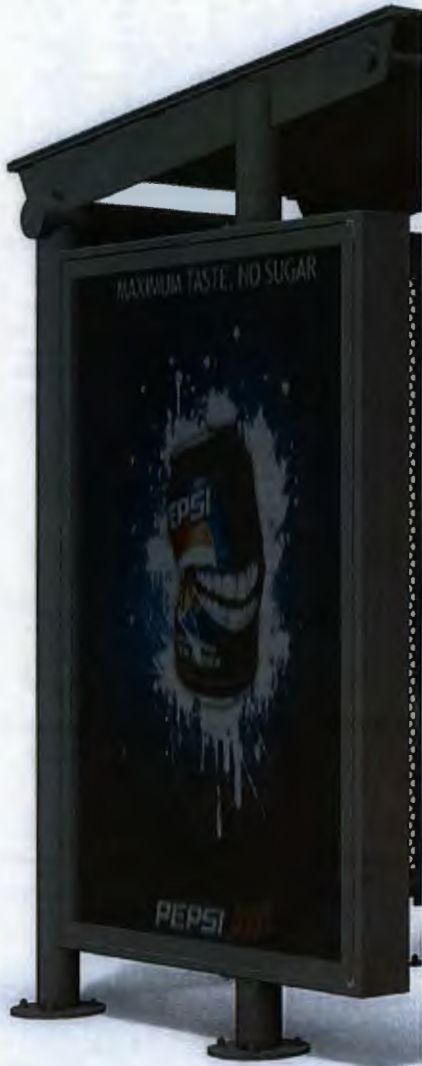
Optional Advertising Display Bench



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Optional Elements



Weather Tight 4' x 6' Advertising Display Box

Brasco's Proprietary Ad Box Utilizes Custom LED Lighting System That Provides Bright Even Lighting Throughout The Display. Custom Stainless Steel 2-Piece Overlay Door Pivots Carry the Weight of the Solid Glass Doors and a Magnetic Snap Frame Holds the Media of the Advertisement Securely in Place. Plunger Locks with Keys Access Both Lockable Door Units.



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**EXHIBIT B – ATTACHMENT 1
CONTRACTOR'S BID**

Ver 11/07/2016-3

LEE COUNTY DOCUMENT MANAGEMENT FORM

**For
B180127LAC, Shelter Structures for LeeTran's Passenger Amenities Program**

These forms are required as indicated below and all required forms should be submitted with all submissions. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked "N/A or Not Applicable" across the form in large letters and returned with your submission package. The original must be a manually signed. Include additional copies, if specified, in the Solicitation documents.

FORM #	TITLE / DESCRIPTION	REQUIRED STATUS (Required, Not Required, If Applicable)	VENDOR CHECK-OFF
1	Solicitation Response Form	Required	✓
N/A	Business Relationship Disclosure Requirement	If Applicable	N/A
2	Affidavit Certification Immigration Laws	Required	✓
3	Reference Survey	Required	✓
4	Negligence or Breach of Contract Disclosure Form	Required	✓
5	Affidavit Principal Place of Business	Required	✓
6	Sub-Contractor List	Required	✓
7	Public Entity Crime Form	Required	✓
8	Minimum Qualification Requirements	Required	✓
*	Proposal Label	Required	✓
*	Inclusion of any licenses or certifications requested.	If Applicable	N/A
GRANT FUND – REQUIRED DOCUMENTS			
1	Buy America	Required	✓
2	Lobbying	Required	✓
3	Debarment and Suspension	Required	✓
4	E-Verify	Required	✓
*	Evidence of Enrollment in the E-Verify Program (Profile or MOU)	Required	✓
*	Form LLL – Disclosure of Lobbying Activity	If Applicable	N/A

It is the Proposer's responsibility to review the submittal request in its entirety and ensure that all submittal requirements are included within your submission package.

EXHIBIT B - ATTACHMENT 1
CONTRACTOR'S BID

Ver 11/07/2016-3

Form 1 - Solicitation Response Form

V09/12/2016



LEE COUNTY
SOUTH WEST FLORIDA

LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: 6/19/18

Deadline Date: 6/27/2018

SOLICITATION IDENTIFICATION: B180127LAC

SOLICITATION NAME: Shelter Structures for LeeTran's Passenger Amenities Program

COMPANY NAME: Brasco International, Inc.

NAME & TITLE: (TYPED OR PRINTED) Sean Loewe, Sales

BUSINESS ADDRESS: 32400 Industrial Drive

(PHYSICAL) Madison Heights, MI 48071

CORPORATE OR MAILING ADDRESS:

☒ SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: sloewe@brasco.com

PHONE NUMBER: 800-893-3665 FAX 313-393-0499

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

By responding to this sealed solicitation, the Bidder/Proposer makes all representations required by the instructions and further warrants and represents that: Bidder/Proposer has examined copies of all the solicitation documents and of the following addenda:

No. _____	Dated: _____	No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____	No. _____	Dated: _____

Tax Payer Identification Number: 38-3156752

(1) Employer Identification Number -OR- (2) Social Security Number:

**** Lee County collects your social security number for tax reporting purposes only**

Please submit a copy of your registration from the website www.sunbiz.org establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*. (a sample is attached for your reference)

- 1 **Collusion Statement:** Lee County, Florida The undersigned, as Bidder/Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby bid/propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

EXHIBIT B - ATTACHMENT 1
CONTRACTOR'S BID

Ver 11/07/2016-3

2 **Scrutinized Companies Certification:**

Section 287.135, FL §, "Prohibition against contracting with scrutinized companies." Prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, have been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to be advantageous to the County.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is in compliance with Section 287.135, FL §. I understand that submission of a false certification may subject company to contract termination, civil penalties, attorney's fees, and/or costs.

Form#1 - Solicitation Form, Page 2

- 3 **Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form **"INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS"** (Required by 112.313(12)(b), FL § (1983)) to be completed and returned with solicitation response. It is the bidder/proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

☐ Business Relationship Applicable (request form)

☒ Business Relationship NOT Applicable

- 4 Disadvantaged Business Enterprise (DBE) bidder/proposer? If yes, please attach a current certificate.

Yes

No

ALL SUBMISSIONS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE BIDDER/PROPOSER. WITNESSED AND SEALED (AS APPLICABLE)

Brasco International, Inc.

Company Name (Name printed or typed)

Sean Loewe

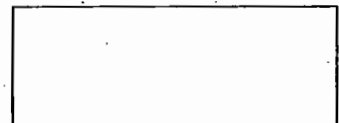
Authorized Representative Name (printed or typed)

Director of Sales

Authorized Representative's Title (printed or typed)

Seaf

Authorized Representative's Signature



(Affix Corporate Seal, as applicable)

Kevin Ian Riley

Witnessed/Attested by:

(Witness/Secretary name and title printed or typed)

[Signature]

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

EXHIBIT B - ATTACHMENT 1
CONTRACTOR'S BID

Ver 11/07/2016-3

Form 2 - Affidavit Certification of Immigration Laws



LEE COUNTY
SOUTHWEST FLORIDA

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: B180127LAC SOLICITATION NAME: Shelter Structures for LeeTran's Passenger Amenities Program

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.

BIDDER/PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Brasco International, Inc.
[Signature] Sales 6/19/18
Signature Title Date

STATE OF Michigan
COUNTY OF Macomb

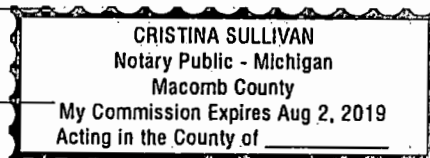
The foregoing instrument was signed and acknowledged before me this 19th day of June
20 18, by SEAN LOEWE who has produced
(Print or Type Name)

[Signature]
as identification.
(Type of Identification and Number)

[Signature]
Notary Public Signature

CRISTINA SULLIVAN
Printed Name of Notary Public

Notary Commission Number/Expiration



The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

**EXHIBIT B - ATTACHMENT 1
CONTRACTOR'S BID**

Ver 11/07/2016-3

Form 3 Reference Survey

Lee County Procurement Management

REFERENCE SURVEY

Solicitation # B180127LAC



LEE COUNTY
SOUTHWEST FLORIDA

Shelter Structures for LeeTran's Passenger Amenities Program

Section 1 Reference/Respondent Information		Please return completed form to:	
FROM: <u>Mark Starnes</u>	Bidder/Proposer:		
COMPANY: <u>SMART</u>	Due Date:		
PHONE #: <u>586-421-6550</u>	Total # Pages: <u>1</u>		
FAX #: <u>248-244-9043</u>	Phone #:		Fax #:
EMAIL: <u>mstarnes@smartbus.org</u>	Bidder/Proposer E-Mail:		
Section 2 Enter Bidder/Proposer Information, as applicable. Similar Performed Projects (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Bidder/Proposer Name: <u>Brasco International, Inc.</u>			
Reference Project Name:	Project Address:	Project Cost:	
Summarize Scope:			
<p>You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.</p>			
Section 3			Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?			
2. Were any problems encountered with the company's work performance?			
3. Were any change orders or contract amendments issued, other than owner initiated?			
4. Was the job completed on time?			
5. Was the job completed within budget?			
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)			
7. If the opportunity were to present itself, would you rehire this company?			
8. Please provide any additional comments pertinent to this company and the work performed for you:			
Section 4			

Reference Name (Print)

Please submit non-Lee County employees as references

Reference Signature

B180127LAC, Shelter Structures for LeeTran's Passenger Amenities Program

**EXHIBIT B - ATTACHMENT 1
CONTRACTOR'S BID**

Ver 11/07/2016-3

Form 3 Reference Survey

Lee County Procurement Management



LEE COUNTY
SOUTHWEST FLORIDA

REFERENCE SURVEY

Solicitation # B180127LAC

Shelter Structures for LeeTran's Passenger Amenities Program

Section 1 <small>Reference Respondent Information</small>		Please return completed form to:	
FROM:	Ralph Viola	Bidder/Proposer:	
COMPANY:	Broward County Transit	Due Date:	
PHONE #:	954-357-6373	Total # Pages:	1
FAX #:		Phone #:	Fax #:
EMAIL:	rviola@broward.org	Bidder/Proposer E-Mail:	
Section 2 <small>Enter Bidder/Proposer Information as applicable Similar Performed Projects (Bidder/Proposer to enter details of a project performed for above reference respondent)</small>			
Bidder/Proposer Name: Brasco International, Inc.			
Reference Project Name:	Project Address:	Project Cost:	
Summarize Scope:			
<p>You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.</p>			
Section 3			Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?			
2. Were any problems encountered with the company's work performance?			
3. Were any change orders or contract amendments issued, other than owner initiated?			
4. Was the job completed on time?			
5. Was the job completed within budget?			
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. <div style="text-align: right; font-size: small;">Rate from 1 to 10. (10 being highest)</div>			
7. If the opportunity were to present itself, would you rehire this company?			
8. Please provide any additional comments pertinent to this company and the work performed for you:			
Section 4			

Reference Name (Print)

Please submit non-Lee County employees as references

Reference Signature

B180127LAC, Shelter Structures for LeeTran's Passenger Amenities Program

**EXHIBIT B - ATTACHMENT 1
CONTRACTOR'S BID**

Ver 11/07/2016-3

Form 3 Reference Survey

Lee County Procurement Management

REFERENCE SURVEY

Solicitation # B180127LAC



Shelter Structures for LeeTran's Passenger Amenities Program

Section 1 Reference/Respondent Information		Please return completed form to:	
FROM: <u>Mark Mainardi</u>	Bidder/Proposer:		
COMPANY: <u>Arlington County</u>	Due Date:		
PHONE #: <u>703-228-3392</u>	Total # Pages: <u>1</u>		
FAX #:	Phone #:		Fax #:
EMAIL: <u>mmainardi@arlingtonva.us</u>	Bidder/Proposer E-Mail:		
Section 2 Enter Bidder/Proposer Information, as applicable. Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Bidder/Proposer Name: <u>Brasco International, Inc.</u>			
Reference Project Name:	Project Address:	Project Cost:	
Summarize Scope:			
<p>You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.</p>			
Section 3			Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?			
2. Were any problems encountered with the company's work performance?			
3. Were any change orders or contract amendments issued, other than owner initiated?			
4. Was the job completed on time?			
5. Was the job completed within budget?			
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)			
7. If the opportunity were to present itself, would you rehire this company?			
8. Please provide any additional comments pertinent to this company and the work performed for you:			
Section 4			

Reference Name (Print)

Please submit non-Lee County employees as references

Reference Signature



ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years.

Please compete in chronological order with the most recent incident on starting on page 1.

Company Name: Brasco International, Inc.

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>
None							

Make as many copies of this sheet as necessary in order to provide a 10 year history of the requested information. If there is no action pending or action taken in the last 10 years, complete the company name and write "NONE" in the first "Type of Incident" box of this page and return with your submission package. This form should also include the primary partners listed in your submission. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous. **Please do not modify this form (expansion of spacing allowed) or submit your own variation.**

Page Number: _____ Of _____ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.

EXHIBIT B - ATTACHMENT 1
CONTRACTOR'S BID

Ver 11/07/2016-3

Form 5 - Affidavit Principal Place of Business



LEE COUNTY
SOUTHWEST FLORIDA

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Instructions: Please complete all information that is applicable to your firm

Company Name: Brasco International, Inc.

Sean Loewe

Printed name of authorized signer

Sales

Title

⇒ Sean

Authorized Signature

6/19/18

Date

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Notary:

State of

Michigan

County of

Macomb

The foregoing instrument was signed and acknowledged before me this

19th day of June

20 18

Sean Loewe

who has produced

L 000 762 603 610

Type of ID and number

as identification (or personally known)

CHRISTINA SULLIVAN

Notary Public - Michigan

Macomb County

My Commission Expires Aug 2, 2019

Acting in the County of

Notary Public Signature

Notary Commission Number and expiration

1. Principal place of business is located within the boundaries of:

Lee County

Collier County

X Non-Local

Local Business Tax License #

2. Address of Principal Place of Business:

32400 Industrial Drive

Madison Heights, MI 48071

3. Number of years at this location

7 years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years

Yes*

X No

*If yes, attach contractual history for past 3 consecutive years

5. Number of available employees for this contract

70

6. Does your company have a Drug Free Workplace Policy

X Yes

No

Form 6-Sub-contractor List



LEE COUNTY

SOUTHWEST FLORIDA

SUB-CONTRACTOR LIST

No Subcontractors Used *S.F.*

Sub-contractor Name	Area Of Work	Point Of Contact Or Project Supervisor	Phone Number and Email	Qualified DBE Yes/No	Amount or Percentage of Total

Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as Disadvantaged Business Enterprise (**DBE**) contractors, please attach a current certificate.

EXHIBIT B - ATTACHMENT 1
CONTRACTOR'S BID

Ver 11/07/2016-3

Form 7: Public Entity Crime Form

Page 1 of 2

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to Sean Loewe ^{SE.} Lee County
(Print name of the public entity)
by Sean Loewe, Director of Sales
(Print individual's name and title)
for Brasco International, Inc.
(Print name of entity submitting sworn statement)
whose business address is 32400 Industrial Drive, Madison Heights, MI 48071
(If applicable) its Federal Employer Identification Number (FEIN) is 38-3156752

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length Agreement/Contract, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

EXHIBIT B - ATTACHMENT 1
CONTRACTOR'S BID

Ver 11/07/2016-3

Public Entity Crime Form

Page 2 of 2

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sean
(Signature)

6/19/18
(Date)

STATE OF Michigan
COUNTY OF Macomb

PERSONALLY APPEARED BEFORE ME, the undersigned authority, SEAN LOEWE
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 19th day
of June, 2018.

Cristina Sullivan
(NOTARY PUBLIC)

My Commission Expires:

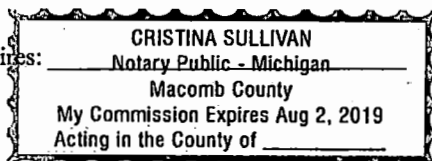


EXHIBIT B – ATTACHMENT 1
CONTRACTOR'S BID

Ver 11/07/2016-3

Form 8: Minimum Qualifications Requirements



LEE COUNTY
SOUTHWEST FLORIDA

MINIMUM QUALIFICATION REQUIREMENTS
FOR

B180127LAC, Shelter Structures for LeeTran's Passenger Amenities Program

Bidder(s)/Proposer(s) must meet the minimum qualification requirements as specified in the following form to qualify for consideration of award. This form must be completed and returned with the proposal submittal along with any supporting documentation where requested and/or indicated herein.

The County reserves the right, in their sole judgment, to determine to its satisfaction whether the Bidder(s)/Proposer(s) has met the minimum qualification requirements as specified herein. The determination shall be based upon the examination of the Minimum Qualification Requirements form and associated supportive documentation (if any requested).

An affirmative determination shall be a prerequisite for award of the contract to the Bidder(s)/Proposer(s). A negative determination shall result in disqualification of the proposal, in which event the County shall exclude the proposal from the evaluation or consideration process and therefore deeming the Bidder(s)/Proposer(s) ineligible for award.

1. **CRITERIA 1 – EXPERIENCE:** Contractor must have a minimum of 1 years' experience in the design and manufacture of aluminum passenger amenities shelters.

Does your company have a minimum of 1 years' experience in the design and manufacture of aluminum passenger amenities shelters?

☒ YES ☐ NO

If YES, provide details as requested below:

- Provide date of when company was established and began design and manufacture of aluminum passenger amenities shelters: 12/21/1993
- Provide details of past and/or current bus waiting shelter projects in the area below. The County requests details of three recent projects, however bidders may provide additional projects and details on company letterhead.

PROJECT 1

PROJECT NAME: _____	
PROJECT START DATE: _____	PROJECT COMPLETION DATE: _____
CLIENT NAME: _____	
CLIENT CONTACT NUMBER: _____	CLIENT EMAIL: _____
AMOUNT OF AWARD: _____	
SCOPE OF WORK SUMMARY: _____	

See Attached

EXHIBIT B - ATTACHMENT 1
CONTRACTOR'S BID

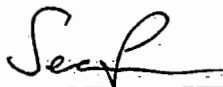
Ver 11/07/2016-3

PROJECT 2

PROJECT NAME: _____	
PROJECT START DATE: _____	PROJECT COMPLETION DATE: _____
CLIENT NAME: _____	
CLIENT CONTACT NUMBER: _____	CLIENT EMAIL: _____
AMOUNT OF AWARD: _____	
SCOPE OF WORK SUMMARY: _____	
See Attached	

PROJECT 3

PROJECT NAME: _____	
PROJECT START DATE: _____	PROJECT COMPLETION DATE: _____
CLIENT NAME: _____	
CLIENT CONTACT NUMBER: _____	CLIENT EMAIL: _____
AMOUNT OF AWARD: _____	
SCOPE OF WORK SUMMARY: _____	
See Attached	



Authorized Bidder/Proposer Signature

6/19/18

Date:

Sean Loewe

Authorized Bidder/Proposer Name (Print or Type)

BUY AMERICA REQUIREMENTS

For contracts over \$150,000

49 U.S.C. 5323(j)

49 CFR Part 661

The Buy America requirements apply to the following types of contracts: **Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000).**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Buy America Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date 6/19/18

Print Name of Authorized Official Sean Lowe

Title Director of Sales

Signature of Authorized Official Sean

Company Name Brasco International, Inc.

Company Address 32400 Industrial Drive

Madison Heights, MI 48071

LOBBYING

For contracts over \$100,000

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

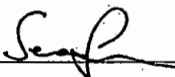
[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Brasco International, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Date 6/19/15

Print Name of Authorized Official Sean Laue

Title Director of Sales

Signature of Authorized Official 

Company Name Brasco International, Inc.

Company Address 32400 Industrial Drive, Madison Heights, MI 48071

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION REQUIREMENTS
for Contracts over \$25,000

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

The bidder or proposer certifies as follows:

1. 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 the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Lee County may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to Lee County if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact Lee County for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall 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 in writing by Lee County.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Lee County may pursue available remedies including suspension and/or debarment.

EXHIBIT B - ATTACHMENT 1
CONTRACTOR'S BID

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

(Contracts over \$25,000).

The contractor certifies, that neither it nor its "principals" as defined in CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency.

Date 6/19/18

Print Name of Authorized Official Sean Loewe

Title Director of Sales

Signature of Authorized Official Sean

Company Name Brasco International, Inc.

Company Address 32400 Industrial Drive, Madison Heights, MI 48071

Attachment: Immigration Law Affidavit Certification

Solicitation # and Title :

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. **Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the Vendor / Bidder's proposal as non-responsive.**

Lee County will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Lee County may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Lee County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

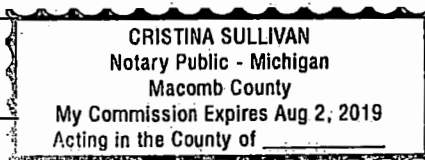
Company Name Brasco International, Inc.
Print Name Sean Loewe Title Director of Sales
Signature [Signature] Date 6/19/18
State of Michigan
County of Macomb

The foregoing instrument was signed and acknowledged before me this 19th day of June, 2018, by
SEAN LOEWE who has produced License L 000762603610 as identification.
(Print or Type Name) (Type of Identification and Number)

[Signature]
Notary Public Signature

CRISTINA SULLIVAN
Printed Name of Notary Public

Notary Commission Number/Expiration



The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.



Welcome
Kimberly Guest

≡ MENU

Company Information

Company Name
Brasco International, Inc.

Company ID Number
508615

Doing Business As (DBA) Name
--

DUNS Number
825615305

Physical Location

Address 1
32400 Industrial Drive

Address 2
--

City
Madison Heights

State
MI

Zip Code
48071

County
OAKLAND

Mailing Address

Address 1
--

Address 2
--

City
--

State
--

Zip Code

E-Verify

Employment Eligibility Verification Tutorial

[Tutorial Home](#) | [Exit Tutorial](#) | [Log Out](#)

E-Verify Program Administrator Tutorial for Employers 30 of 30

Knowledge Test Results**Congratulations!****Kimberly Guest (KGUE9169), your score is 78.57%**

Kimberly Guest, you successfully completed this tutorial and passed the E-Verify Knowledge Test on June 25, 2018.

Use your browser's print capability to obtain a copy of this page for your records.

To use E-Verify, select 'Exit Tutorial.'

E-Verify**REMINDER:** You must visit 'View Essential Resources' to read the E-Verify User Manual, and you must print and clearly display the 'Notice of E-Verify Participation' and 'Right to Work' posters in all languages supplied by DHS.

DBE Letter of Good Faith

June 27, 2018

Lindsay Cepero, Procurement Grants Supervisor
Lee County
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901

Re: Letter of Good Faith Regarding DBE Participation

Dear Ms. Cepero,

As a long established manufacturer of passenger waiting shelters for transit agencies throughout the United States, Brasco International, Inc. maintains an ongoing search for reliable Disadvantaged Business Enterprise (DBE) manufacturers of various components used in the construction of our shelters and accessories.

Our shelters are fabricated from aluminum, glass, recycled plastic, and various fasteners at our manufacturing facility in Madison Heights, MI. There are a very limited number of large suppliers of these raw materials and we purchase directly from them. There are no available DBE suppliers for these materials. Brasco fabricates all products at its Madison Heights facility and does not subcontract work to outside companies.

We cannot provide DBE installation as the installation is not required in this particular project.

Brasco International Inc. maintains a diverse workforce and is located in an urban setting in Madison Heights, MI, located outside greater metro Detroit, MI. We have a strict non-discrimination policy and are proud to employ the wide range of diverse employees that make up our 70 member work force.

We appreciate the opportunity to provide this proposal and look forward to working with you and your staff on this project. If you have any questions or require additional information please do not hesitate to give me a call.

Sincerely,



Sean Loewe
National Sales Account Manager
(800) 893-3665 ext. 202
sloewe@brasco.com



Brasco International, Inc.
32400 Industrial Dr.
Madison Heights, MI 48071

1-800-893-3665
info@brasco.com
www.brasco.com

**EXHIBIT B - ATTACHMENT 1
CONTRACTOR'S BID**



**PROCUREMENT MANAGEMENT
PROPOSAL FORM**

COMPANY NAME: Brasco International, Inc.

SOLICITATION: B180127LAG, Shelter Structures for LeeTran's Passenger Amenities Program

Having carefully examined the Contract Documents, Contractor proposes to furnish the following which meeting these specifications.

TERM

The successful bidder shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for a three year (3) period.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny. The Excel document contains formulas for convenience, however it is the Contractor's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s).

All items and associated pricing shall meet minimum technical specifications as stated within the solicitation package.

REMINDER

Bidders must bid on all line items to be eligible for award.

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.

PLEASE ENSURE you have provided a printed copy of the Bid Schedule with your hard copy submission packages and provided the excel version with your digital submission package.

SHELTER STRUCTURES - LEE TRAN

SHELTERS

Item	Description	Unit	Quantity	Unit Price Years 1-3
1a	Type 1a : Standard: approximately 8-10' long (internal wall to wall) by approximately 5-7' deep	EA	0-25	\$ 10,975.00
1a - Option	Type 1a : Standard: approximately 8-10' long (internal wall to wall) by approximately 5-7' deep	EA	26-150	\$ 10,975.00
1b	Type 1b: Narrower: approximately 8-10' long (internal wall to wall) by approximately 4-5' deep (designed for constrained right of way locations)	EA	0-25	\$ 10,975.00
1b - Option	Type 1b: Narrower: approximately 8-10' long (internal wall to wall) by approximately 4-5' deep (designed for constrained right of way locations)	EA	26-150	\$ 10,975.00
2	Type 2: An open, non-walled canopy style cantilevered spoke style shelter with a radius roof, curved or barrel type. Approximate size of; 8' to 14' in length and approximately 7' to 10' wide. Two support beams, one on each end, will support radius roof.	EA	0-25	\$ 7,250.00
2 - Option	Type 2: An open, non-walled canopy style cantilevered spoke style shelter with a radius roof, curved or barrel type. Approximate size of; 8' to 14' in length and approximately 7' to 10' wide. Two support beams, one on each end, will support radius roof.	EA	26-150	\$ 7,250.00
3	Type 3: An open non-walled canopy style shelter with a radius roof curved or dome type roof. Approximate size of; 8' to 14' in length and approximately 7' to 10' wide. Four support beams will support radius roof.	EA	0-25	\$ 7,750.00
3 - Option	Type 3: An open non-walled canopy style shelter with a radius roof curved or dome type roof. Approximate size of; 8' to 14' in length and approximately 7' to 10' wide. Four support beams will support radius roof.	EA	26-150	\$ 7,750.00

ACCESSORIES

Item	Description	Unit	Quantity	Unit Price Years 1-3
3.3a	20 Gallon Trash Receptacle	EA	0-25	\$ 450.00
3.3a - Option	20 Gallon Trash Receptacle	EA	26-150	\$ 450.00
3.3b	2 Sided Solar Power Advertising Display Box (non-digital)	EA	0-25	\$ 2,975.00
3.3b - Option	2 Sided Solar Power Advertising Display Box (non-digital)	EA	26-150	\$ 2,975.00
3.3c	2 Sided Solar Powered Digital Advertising Display Box	EA	0-25	\$ 27,400.00
3.3c - Option	2 Sided Solar Powered Digital Advertising Display Box	EA	26-150	\$ 27,400.00
3.3d	2 Sided Hard-Wired Electric Powered Digital Advertising Display Box	EA	0-25	\$ 19,750.00
3.3d - Option	2 Sided Hard-Wired Electric Powered Digital Advertising Display Box	EA	26-150	\$ 19,750.00
3.3e	Stand-alone Solar-Powered LED Lighting	EA	0-25	\$ 1,475.00
3.3e - Option	Stand-alone Solar-Powered LED Lighting	EA	26-150	\$ 1,475.00
3.3f	Bicycle Rack	EA	0-25	\$ 375.00

**EXHIBIT B – ATTACHMENT 1
CONTRACTOR'S BID**

3.3f - Option	Bicycle Rack	EA	26-150	\$	375.00
3.3g	Advertising Bench	EA	0-25	\$	1,275.00
3.3g - Option	Advertising Bench	EA	26-150	\$	1,275.00
3.3g	Regular Non-Advertising Bench	EA	0-25	\$	675.00
3.3g - Option	Regular Non-Advertising Bench	EA	26-150	\$	675.00

PROJECT TOTAL

PROJECT TOTAL AMOUNT:				\$182,650.00	
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**Quantities are not guaranteed. Final payment will be based on actual quantities.

PROJECT TOTAL AMOUNT: One Hundred Eighty Two Thousand Six Hundred Fifty Dollars

(Use Words to Write Total)

EXHIBIT C INSURANCE REQUIREMENTS

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury
- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$1,000,000 combined single limit (CSL) or
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 property damage per accident
- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease – policy limit

*The required minimum limit of liability shown in a. and b. 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."

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows:
 - Lee County Board of County Commissioners
 - P.O. Box 398
 - Fort Myers, Florida 33902
 - b. "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, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

End of Insurance Guide Section

EXHIBIT D
PROJECT FUNDING PACKAGE



Advertise Date: Friday, May 25, 2018

Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

INVITATION TO BID (B)

Solicitation No.: **B180127LAC**

Solicitation

Name:

Shelter Structures for LeeTran's Passenger Amenities Program

Open

Date/Time:

6/27/2018

Time: 2:30 PM

Location:

**Lee County Procurement Management
1500 Monroe Street 4th Floor
Fort Myers, FL 33901**

Procurement

Contact:

Lindsay Cepero

Title Procurement Grants Supervisor

Phone:

(239) 533-8881

Email: LCepero@leegov.com

Requesting

Dept.

LeeTran

Pre-Bid Conference:

Type: **No meeting scheduled at this time**

Date/Time: **N/A**

Location: **N/A**

All solicitation documents are available for download at
www.leegov.com/procurement

Electronic bidding is coming! Visit www.leegov.com/bid to stay informed

PROJECT FUNDED IN WHOLE OR IN PART BY:
FEDERAL TRANSIT ADMINISTRATION (FTA)

**EXHIBIT D
PROJECT FUNDING PACKAGE**

Ver 11/07/2016-3



Advertisement Date: 5/25/2018

Notice to Bidder

Invitation to Bid #B180127LAC, Shelter Structures for LeeTran's Passenger Amenities Program

Invitation to Bid (B)

Lee County, Florida, is requesting bids from qualified individuals/firms for

B180127LAC, Shelter Structures for LeeTran's Passenger Amenities Program

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Florida, in conformance with solicitation documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for this solicitation are instructed to submit, in accordance with specifications, their Bids, pertinent to this project prior to

2:30 PM Wednesday, June 27, 2018

to the office of the **Procurement Management Director, 1500 Monroe Street, 4th Floor, Fort Myers, Florida 33901**. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive Bid(s), and shall be clearly marked with the solicitation name, solicitation number, bidder name, and contact information as identified in these solicitation documents.

The Scope of Work/Specifications for this solicitation is available from www.leegov.com/procurement

Bidders who obtain Scope of Work/Specifications from sources other than www.leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.leegov.com/procurement. It is the bidder's responsibility to check for posted information. The County may not accept incomplete Bids.

There will be no Pre-Bid Conference for this solicitation.

It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-bid conference and site visit has not been scheduled for this solicitation. Questions regarding this solicitation are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

Lindsay Cepero LCepero@leegov.com

Sincerely,

Mary G. Tucker, CPPO, CPPB
Procurement Management Director

*WWW.leegov.Com/Procurement is the County's official posting site

EXHIBIT D
PROJECT FUNDING PACKAGE

Terms and Conditions
INVITATION TO BID (B)

1. DEFINITIONS

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract Agreement/Contract. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9. **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.10. **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.11. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

2. ORDER OF PRECEDENCE

- 2.1. In resolving conflicts, errors, and discrepancies, the order of precedence of the bid document is as follows
 - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
 - 2.1.2. Lee County Procurement Management Manual and Ordinances
 - 2.1.3. Change Order
 - 2.1.4. Agreement
 - 2.1.5. Addenda
 - 2.1.6. Special Conditions
 - 2.1.7. Detailed Scope of Work/Specifications
 - 2.1.8. Supplemental Information, if any
 - 2.1.9. Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the bidder to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Management Manual
 - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records. Sealed bids, proposals or replies received by the agency pursuant to a solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the State Constitution until such

EXHIBIT D
PROJECT FUNDING PACKAGE

time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals or final replies, whichever is earlier.

- 3.1.3. FL § 215 regarding scrutinized companies and business operations.
- 3.1.4. FL § 218 Public Bid Disclosure Act.
- 3.1.5. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
- 3.1.6. FL § 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring system.
- 3.1.7. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
- 3.2. **Local Business Tax Account:** As applicable, anyone providing merchandise or services to the public within the jurisdiction of Lee County must obtain a Lee County business tax account to operate unless specifically exempted.
- 3.3. **License(s):** Bidder should provide, at the time of the opening of the bid, licenses required for this product and/or service.

4. BID – PREPARATION OF SUBMITTAL

- 4.1. **Sealed Bid:** Submission must be in a sealed envelope/box, and the outside of the submission must be marked with the following information (Sealed Bid Label Form is attached for your use):
 - 4.1.1. Marked with the words "Sealed Bid"
 - 4.1.2. Bid Number
 - 4.1.3. Bid Title
 - 4.1.4. Bid Due Date
 - 4.1.5. Name of the firm submitting the bid
 - 4.1.6. Contact e-mail and telephone number
- 4.2. **Bid submission shall include:**
 - 4.2.1. Provide two (2) hard copies. Mark each: one "Original", one "Copy"
 - 4.2.2. Provide one (1) electronic CD ROM or flash drive set of the entire submission documents.
 - 4.2.3. Electronic submission document is to be one single Adobe PDF file in the same order as the original hard copy.
 - 4.2.4. Limit the color and number of images to avoid unmanageable file sizes.
 - 4.2.5. Use rewritable CD ROM and do not lock files.
- 4.3. **Submission Format:**
 - 4.3.1. Required Forms: complete and return **all** required forms. If the form is not applicable please return with "Not Applicable" or "N/A" in large letters across the form.
 - 4.3.2. Failure to submit required or requested information may result in the bidder being found non-responsive.
 - 4.3.3. Execution of Bid: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All Bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bids shall be initialed.
 - 4.3.4. If a cost/bid schedule was provided in Microsoft Excel format, the returned completed schedule should be included as a Microsoft Excel File on the CD ROM or Flash drive.
 - 4.3.5. The submission should not contain links to other web pages.
 - 4.3.6. Include any information requested by the County necessary to analyze your bid, i.e., required submittals, literature, technical data, financial statements.
 - 4.3.7. Bid Security/Bond(s), as applicable (Construction projects)
- 4.4. **Preparation Cost:** The Bidder is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any bid, or for any travel and per diem costs that are incurred by any Bidder.

5. RESPONSES RECEIVED LATE

- 5.1. It shall be the Bidder's sole responsibility to deliver the bid submission to the Lee County Procurement Management Division prior to or on the time and date stated. All references to date and time herein reference Lee County, FL local time.

EXHIBIT D
PROJECT FUNDING PACKAGE

- 5.2. Any bids received after the stated time and date will not be considered. The bid shall not be opened at the public opening. Arrangements may be made for the unopened bid to be returned at the bidder's request and expense.
 - 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.
6. **BIDDER REQUIREMENTS** (unless otherwise noted)
- 6.1. **Responsive and Responsible:** Only bids received from responsive and responsible bidders will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the bidder to perform.
 - 6.1.1. Bids may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on the disclosure form. Additionally, bidders may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the bidder to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.
 - 6.1.2. Additional sources may be utilized to determine credit worthiness and ability to perform.
 - 6.1.3. Any bidder or sub-contractor that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the bidder or sub-contractor.
 - 6.2. **BID--Past Performance:** Bidders past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) may be reviewed. Poor or unacceptable past performance may result in bidder disqualification.
 - 6.3. Submission packages, unless otherwise noted, will be considered only from bidders normally engaged in the provision of the services specified here in. The bidder 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 satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicated an inability of the bidder to perform.
7. **PRE-BID CONFERENCE**
- 7.1. A pre-bid conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-bid conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective bidders are encouraged to obtain and review the solicitation documents prior to the pre-bid conference so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the bid document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-bid conference, as applicable.
 - 7.2. **Non-Mandatory:** Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective bidders participate.
 - 7.3. **Mandatory:** Failure to attend a mandatory pre-bid conference will result in the bid being considered **non-responsive**.
8. **COUNTY INTERPRETATION/ADDENDUMS**
- 8.1. Each Bidder shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.**
 - 8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the bidder's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.

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- 8.3. All Addenda shall become part of the Contract Documents.
 - 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.
9. **QUALITY GUARANTEE/WARRANTY** (as applicable)
- 9.1. Bidder will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from the date of final completion.
 - 9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
 - 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
 - 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.
10. **SUBSTITUTION(S)/APPROVED ALTERNATE(S)**
- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a bidder wishes to make a substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the bid opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.
 - 10.2. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.
11. **NEGOTIATED ITEMS**
- 11.1. Any item not outlined in the Scope of Work/Specifications may be subject to negotiations between the County and the successful bidder.
 - 11.2. After award of this bid the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
 - 11.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, the County considers such adjustments to be in their best interest.
12. **ERRORS, OMISSIONS, CALCULATION ERRORS** (as applicable)
- 12.1. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All bids will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.

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13. CONFIDENTIALITY

- 13.1. Bidders should be aware that all submissions provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 FL §.
- 13.2. If information is submitted with a bid that is deemed "Confidential" the bidder must stamp those pages of the submission that are considered confidential. The bidder must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.
- 13.3. Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to FL § 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

14. BID -- CONFLICT OF INTEREST

- 14.1. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All bidders must disclose with their submission the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all bidders must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

15. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 15.1. Following FL § Section 287.057(23), Upon the issuance of the solicitation, prospective proposers/bidders or any agent, representative or person acting at the request of such proposer/bidder shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Bidder/Proposer may be declared non-responsible.**

16. DRUG FREE WORKPLACE

- 16.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.

17. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- 17.1. The County encourages the use of Disadvantaged Business Enterprise Bidder(s) as defined and certified by the State of Florida Department of Transportation (DBE).
- 17.2. As requested in the required forms the Bidder is required to indicate whether they and/or any proposed sub-contractor(s) are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms, as defined and certified by the State of Florida Office of Supplier Diversity (Minority), are encouraged to respond.

18. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 18.1. The bidder agrees to comply, in accordance with FL § 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 18.2. The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The bidder will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.

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- 18.3. The bidder will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The bidder will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 18.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

19. SUB-CONTRACTOR

- 19.1. The use of sub-contractors under this solicitation requires prior written authorization from the County representative.

20. BID - PROJECT GUIDELINES (as applicable)

- 20.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this Agreement/Contract:
 - 20.1.1. No amount of work is guaranteed upon the execution of an Agreement/Contract.
 - 20.1.2. Rates and all other negotiated expenses will remain in effect throughout the duration of the Agreement/Contract period.
 - 20.1.3. This contract does not entitle any bidder to exclusive rights to County Agreement/Contracts/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
 - 20.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
 - 20.1.5. Lee County reserves the right to add or delete, at any time, and or all material, tasks or services associated with this Agreement/Contract.
 - 20.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

21. BID – TIEBREAKER

- 21.1. Whenever two or more Bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from Responsive and Responsible Bidders, the following steps shall be taken to establish the Award to the lowest Bidder. This method shall be used for all ties.
 - 21.1.1. Step 1 - Local Bidder: Between a Local Bidder, and a non-Local Bidder, a Contract Award, or the first opportunity to negotiate, as applicable, shall be made to the Local Bidder. **If local preference is prohibited by the funding source then step 2 will replace step 1.**
 - 21.1.2. Step 2 - Drug Free Workplace: At the conclusion of step 1, if all is equal, the Bidder with a Drug Free Workplace program shall be given preference over a Bidder with no Drug Free Workplace program. The Contract Award, or the first opportunity to negotiate, as applicable, shall be made to the Bidder with the Drug Free Workplace program.
 - 21.1.3. Step 3 - Coin Flip: At the conclusion of Step 1 and Step 2, if all is equal, the Contract Award, or the first opportunity to negotiate, as applicable, the final outcome shall be determined by the flip of a coin.
- 21.2. When the tie has been broken pursuant to the above procedures, the Contract Award, or the first opportunity to negotiate, as applicable, shall be furnished to the prevailing Bidder.
- 21.3. If an Award or negotiation is unsuccessful with the initial Bidder, Award or negotiations may commence with the next highest Bidder, utilizing the tiebreaker steps above to make the determination of next lowest Bidder, if necessary.

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22. WITHDRAWAL OF BID

- 22.1. No bid may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. A bid may be withdrawn prior to the solicitation opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 22.2. A bidder may withdraw a submission any time prior to the opening of the solicitation.
- 22.3. After submissions are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a bid because of the mistake of the bidder in the preparation of the submission document. In such circumstance, the decision of the Procurement Management Director to allow the submission withdrawal, although discretionary, shall be based upon a finding that the bidder, by clear and convincing evidence, has met each of the following four tests:
 - 22.3.1. The bidder acted in good faith in submitting the bid,
 - 22.3.2. The mistake in bid preparation that was of such magnitude that to enforce compliance by the bidder would cause a severe hardship on the bidder,
 - 22.3.3. The mistake was not the result of gross negligence or willful inattention by the bidder; and
 - 22.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the Agreement/Contract.

23. PROTEST RIGHTS

- 23.1. Any bidder that has submitted a formal response to Lee County, and who is adversely affected by an intended decision with respect to the award, has the right to protest an intended decision posted by the County as part of the solicitation process.
- 23.2. "Decisions" are posted on the Lee County Procurement Management Division website. Bidders are solely responsible to check for information regarding the solicitation. (www.leegov.com/procurement)
- 23.3. Refer to the "Bid/Proposal Protest Procedure" section of the Lee County "Contracts Manual" for the complete protest process and requirements. The Manual is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 23.4. In order to preserve the right to protest, a written "**Notice Of Intent To File A Protest**" must be filed with the **Lee County Procurement Management Director by 4:00 PM on the 3rd working day after the decision affecting your rights is posted on the Lee County website.**
 - 23.4.1. The notice must clearly state the basis and reasons for the protest.
 - 23.4.2. The notice must be physically received by the Procurement Management Director within the required time frame. No additional time will be granted for mailing.
- 23.5. To secure the right to protest a "**Protest Bond**" and written "**Formal Protest**" document must be filed **within 10 calendar days** after the date of "**Notice of Intent to File a Protest**" is received by the Procurement Management Director.
- 23.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and established by the Lee County Board of County Commissioners, Florida, shall constitute a waiver of the right to protest and bar any resulting claims.**

24. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 24.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the Agreement/Contract of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

25. CONTRACT ADMINISTRATION

25.1. Designated Contact:

- 25.1.1. The awarded bidder shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
- 25.1.2. Lee County requires that the awarded bidder to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

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- 25.2. **BID – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)
- 25.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be one (1) year with three (3), one (1) year renewals for a total of four (4) years upon mutual written agreement of both parties.**
- 25.2.2. The County reserves the right to renew this Agreement/Contract (or any portion thereof) and to negotiate pricing as a condition for each.
- 25.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.
- 25.3. **BID – Basis of Award:**
- 25.3.1. The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder.
- 25.3.2. In the event the lowest responsive and responsive bid for a project exceeds the available funds the County may negotiate an adjustment of the bid price with the lowest responsive and responsive bidder, in order to bring the total cost of the project within the amount of available funds.
- 25.3.3. The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest responsive and responsive bidder(s) within the category chosen for basis of award.
- 25.3.4. The County reserves the right to award to one or multiple bidders at the discretion of the requesting authority and approval of the Procurement Management Director.
- 25.4. **Agreement/Contracts/Contracts:**
- 25.4.1. The awarded bidder will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.
- 25.5. **Records:**
- 25.5.1. Retention: The bidder shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the bidder shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 25.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
- 25.5.2.1. Keep and maintain public records required by the County to perform the service.
- 25.5.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
- 25.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- 25.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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25.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.**

25.5.4. Ownership: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful bidder in connection with its services hereunder, include any documents bearing the professional seal of the successful bidder, and shall be delivered to and become the property of Lee County, prior to final payment to the successful bidder or the termination of the Agreement/Contract. This includes any electronic versions, such as CAD or other computer aided drafting programs.

25.6. Termination:

25.6.1. Any Agreement/Contract as a result of this solicitation 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.

25.6.2. The Procurement Management Director may immediately terminate any Agreement/Contract as a result of this solicitation for emergency purposes, as defined by the Lee County Purchasing and Payment Procedures Manual (Purchasing Manual), (also known as Appendix "D" "AC-4-1.pdf").

25.6.3. Any bidder who has voluntarily withdrawn from a solicitation 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 for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.

25.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:

25.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);

25.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (FL §215.473);

25.6.4.3. Contractor has engaged in business operations in Cuba or Syria (FL § 215.471);

25.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel. (FL § 215.4725)

25.6.4.5. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

26. WAIVER OF CLAIMS

26.1. Once this contract expires, or final payment has been requested and made, the awarded bidder shall have waived any claims against the County concerning this contract. After that period, the County will consider the bidder to have waived any right to claims against the County concerning this Agreement/Contract.

27. LEE COUNTY PAYMENT PROCEDURES

27.1. Unless otherwise noted, all vendors are requested to mail an original invoice to:

**Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238**

27.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specifications for this project.

27.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.

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- 27.4. 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 bidders should include in their bids, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.
28. MATERIAL SAFETY DATA SHEETS (MSDS) (as applicable)
 - 28.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.
29. DEBRIS DISPOSAL (as applicable)
 - 29.1. Unless otherwise stated, the bidder shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.
30. SHIPPING (as applicable)
 - 30.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the bidder unless otherwise agreed upon in writing prior to service. It shall be the bidders responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
 - 30.2. The materials and/or services delivered under the bid 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 deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.
31. INSURANCE (AS APPLICABLE)
 - 31.1. Insurance shall be provided by the awarded bidder/vendor. Prior to execution of the Agreement/Contract a certificate of insurance (COI) complying with the bid documents shall be provided by the bidder/vendor.

End of Terms and Conditions Section

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INSURANCE GUIDE

Major Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury
- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$1,000,000 combined single limit (CSL) or
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 property damage per accident
- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease – policy limit

*The required minimum limit of liability shown in a. and b. 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."

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows:
 - Lee County Board of County Commissioners
 - P.O. Box 398
 - Fort Myers, Florida 33902
 - b. "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, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

End of Insurance Guide Section

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SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. TERM

The successful bidder shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for a three year (3) period.

2. AWARD

The basis of award shall be determined by the lowest *PROJECT TOTAL AMOUNT* of the most responsive, responsible, and qualified Bidder meeting all bid specifications. Bidders must bid on all line items to be considered eligible for award.

3. FUNDING

This project is grant funded, in whole or in part, by the Federal Transit Administration (FTA) and as such has federal grant clauses, conditions, certifications, etc. that shall be reviewed, completed, and followed by the Vendor. The Vendor therefore agrees to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as found herein.

4. OMISSIONS FROM SPECIFICATIONS

Omissions from the specifications, or the inaccurate description of details of work that are manifestly necessary to carry out the intent of the solicitation/order, or that are customarily performed, shall not relieve the Vendor from performing such omitted work or inaccurately described details of the work, and they shall be performed as if fully and correctly set forth and described.

5. OPTIONS

The Bidder hereby grants the County and any permissible assignee the ability to purchase available Options off this contract. The Options shall be valid for the full term of this agreement. There shall be no minimum order quantity for any permissible assignee. Subject to the County's right to order modifications, the Option purchases shall have the same specifications as the products purchased under this Contract. The County may exercise the Options by written notice to the Vendor at any time on or before expiration of this agreement.

6. PUBLIC AGENCY PARTICIPATION/ASSIGNABILITY

Any public agency (i.e., city, district, public authority, public agency, municipality, and other political subdivision, or any Federal Transit Administration-funded entity) shall have the option of participating in any award made as a result of this solicitation at the same prices, and terms and conditions. LeeTran reserves the right to assign all or any portion of the goods awarded under this Contract including Option quantities. This assignment, should it occur, shall be agreed to by LeeTran and the Contractor. Once assigned, each agency will enter into its own contract and be solely responsible to Contractor for obligations to the goods assigned. LeeTran's right of assignment will remain in force until completion of the contract; inclusive of renewals, whichever occurs first. LeeTran shall incur no financial responsibility in connection with contracts issued by another public agency. The public agency shall accept sole responsibility for placing orders or payments to the Contractor.

7. TIEBREAKER CLAUSE REVISION

Article 21 has been revised as follows:

21. TIEBREAKER

21.1 Whenever two or more Bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from Responsive and Responsible Bidders, the following steps shall be taken to establish the Award to the lowest Bidder. This method shall be used for all ties.

22.1.1 ~~Step 1 Local Bidder: Between a Local Bidder, and a non-Local Bidder, a Contract Award, or the first opportunity to negotiate, as applicable, shall be made to the Local Bidder. If local preference is prohibited by the funding source then step 2 will replace step 1.~~

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22.1.2 Step 2 - Drug Free Workplace: ~~At the conclusion of step 1, if all is equal,~~ the Bidder with a Drug Free Workplace program shall be given preference over a Bidder with no Drug Free Workplace program. The Contract Award, or the first opportunity to negotiate, as applicable, shall be made to the Bidder with the Drug Free Workplace program.

22.1.3 Step 3 - Coin Flip: At the conclusion of Step 1 and Step 2, if all is equal, the Contract Award, or the first opportunity to negotiate, as applicable, the final outcome shall be determined by the flip of a coin.

21.2 When the tie has been broken pursuant to the above procedures, the Contract Award, or the first opportunity to negotiate, as applicable, shall be furnished to the prevailing Bidder.

21.3 If an Award or negotiation is unsuccessful with the initial Bidder, Award or negotiations may commence with the next highest Bidder, utilizing the tiebreaker steps above to make the determination of next lowest Bidder, if necessary.

End of Special Conditions Section

EXHIBIT D
PROJECT FUNDING PACKAGE

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

- 1.1 The Lee County Transit Department (LeeTran), is seeking to contract with a qualified Contractor, also referred to as Vendor, to design, fabricate, and deliver three distinct types of modular, pre-fabricated solar powered passenger waiting shelters and accessories for bus stop locations on an as-needed basis and as specified herein. Contract is for the supply of structures only and therefore excludes installation.
- 1.2 LeeTran has set a minimum and maximum shelter purchase under this contract as follows that applies for the term of the contract; inclusive of renewal option years: Minimum of twenty-five (25) and Maximum of one hundred and fifty (150). There is no minimum purchase per purchase order. For purposes of this contract, any quantity above the listed minimum shall be consider and referred to as an Option(s).

2. MINIMUM QUALIFICATIONS

- 2.1 Contractor must meet the minimum requirements to be eligible for consideration of award of this contract. Participating Contractors shall complete the minimum qualification requirements form (Form 8) found herein to substantiate qualifications.
- 2.2 Contractor must have a minimum of 1 years' experience in the design and manufacture of aluminum passenger waiting shelters. Contractor must provide reference list of past and current bus waiting shelter projects.

3. TECHNICAL SPECIFICATIONS

3.1 GENERAL INFORMATION

Description: Design, fabricate and delivery of cantilevered modular pre-fabricated solar powered Passenger Waiting Shelters with internal bench seating and accessories for Type 1a and 1b shelters, along with an open style canopy styled shelter with bench and accessories for Type 2 and Type 3 shelters. All Shelters must be certified, signed and sealed by a professional structural engineer registered in the State of Florida to withstand 150 mph winds.

Installation: LeeTran shall perform installation through in-house installers or third party contractor. Shelters shall be designed so that installation of shelters can be completed by two people and shall take no longer than one day.

Specifications are intended to convey the salient performance properties, function and characteristics of the Bus Shelters and are not intended to depict any one brand or manufacturer. Attachments included sketches/renderings, to depict shelter design concepts as well as sketches/renderings of freestanding benches.

3.2 SHELTERS

3.2.1 STRUCTURE

- Type 1a: Standard: approximately 8-10' long (internal wall to wall) by approximately 5-7' deep
- Type 1b: Narrower: approximately 8-10' long (internal wall to wall) by approximately 4-5' deep (designed for constrained right of way locations)

EXHIBIT D

PROJECT FUNDING PACKAGE

- Type 2: An open, non-walled canopy style cantilevered spoke style shelter with a radius roof, curved or barrel type. Approximate size of; 8' to 14' in length and approximately 7' to 10' wide. Two support beams, one on each end, will support radius roof.
- Type 3: An open non-walled canopy style shelter with a radius roof curved or dome type roof. Approximate size of; 8' to 14' in length and approximately 7' to 10' wide. Four support beams will support radius roof.

3.2.2 FRAME

- Frame Type 1a and 1b: Structural aluminum, Structural steel or combination.
- Frame Type 2: Structural aluminum, Structural steel or combination.
- Frame Type 3: Structural aluminum, Structural steel or combination.

3.2.3 WALLS

- Type 1a and 1b: Powder coated perforated aluminum wall panel for rear wall and far sidewall (two-sided shelter). Color to be determined by LeeTran.
- Type 2: Open canopy style.
- Type 3: Open canopy style.

3.2.4 ROOF

- Type 1a and 1b: Powder coated aluminum angled (sloped) or curved roof; rustproof and fade resistant; color to be selected by LeeTran. Solar panels to be mounted on roof.
- Type 2: Powder coated aluminum; curved or barrel radius roof canopy. Rustproof and fade resistant; color to be selected by LeeTran. Solar panel to be mounted on roof.
- Type 3: Powder coated aluminum; curved or radius dome style roof canopy. Rustproof and fade resistant; color to be selected by LeeTran. Solar panels to be mounted on roof.
- Shelter Bench Type 1: In shelter, floor mounted bench approximately 4 foot to 6 foot long dependent on length of shelter). Length of bench must leave a 30" clear space from end of bench to the sidewall panel. Bench type (style) is to match shelter type (style) design with seat divider bars to discourage sleeping on bench.
- Shelter Bench Type 2: Under canopy, floor mounted bench approximately 6 foot long. Bench type (style) is to match shelter type (style) designs with seat divider bars to discourage sleeping on bench.
- Shelter bench Type 3: Under canopy, floor mounted bench approximately 6 foot long. Bench type (style) is to match shelter type (style) designs with seat divider bars to discourage sleeping on bench.

- 3.2.5** In all cases, as stated above, there should be a minimum of 30" unobstructed width from the end of the bench to the shelter panel to accommodate a wheelchair.

EXHIBIT D

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3.3 ACCESSORIES

- a. 20-gallon trash receptacle in coordinating style to be installed as a freestanding element outside the shelter. Receptacle must be rustproof and have a lid. Paint color options to be provided vendor.
- b. 2-sided solar power advertising display box, for each shelter type. Display box will function as side wall/wind screen, located on far side of shelter.
- c. 2-sided solar powered digital advertising display box for each shelter type. Remote programming capability, Cloud-based.
- d. 2-sided hard-wired electric powered digital advertising display box for each shelter type. Remote programming capability, Cloud-based.
- e. Stand-alone solar powered LED lighting device with a minimum height of 7'. Light is to be push button activated. Lighting must read at a minimum of 15-20 F.C from light pole.
- f. Bicycle rack: Powder coated, aluminum, inverted "c" or "u" type rack with a logo plate, designed to be bolted to concrete pad. Color to be determined by LeeTran
- g. Benches: Designed to be free standing, located outside of internal shelter area. Benches will be bolted to concrete slab. Powder coated color to be determined by LeeTran. Benches are to be metal, aluminum preferred. Bench should have seat divider bars to discourage sleeping on bench.
 - Advertising bench: Designed with backrest with advertising space and locking mechanism to insert and switch out marketing materials. Length approximately 6 foot.
 - Regular non-advertising bench: Approximately 6' in length with backrest.

3.4 SHELTER STANDARDS

- a. Approximately 7'-7'8" high at roofline, maximum height 10 feet; Comply with applicable building codes.
- b. All aluminum/steel shall conform to the applicable Industry standards.
- c. All structural framing members and mullions shall meet or exceed applicable industry standards. Snap together or 2-piece tubes will not be accepted.
- d. All roof and glazing frame extruded aluminum sections shall meet or exceed applicable industry standards.
- e. All structural connector channel, roof corner key angles and base anchor boots shall be extruded aluminum sections and shall meet or exceed applicable industry standards.
- f. All structural connector clips shall be factory applied and shall be concealed when field assembly is complete. Field attachment of connector clips is not acceptable. All associated hardware must meet applicable industry standards.
- g. All field connections shall be concealed when structure is complete and upright. Connections to structural clips shall be with two minimum 1/4" countersunk aluminum or stainless steel drive rivets or approved equal. Finish join shall be flush.
- h. All fasteners shall be aluminum or stainless steel, a combination thereof, or an approved equal and shall be tamper proof. Zinc, carbon or any other "non-corrosive" fasteners are not acceptable. Self-tapping or self-

EXHIBIT D
PROJECT FUNDING PACKAGE

drilling fasteners are not acceptable. Exposed fasteners shall be finished to match shelter finish.

- i. Roofline shall be designed as to channel away water and prevent water dripping down entrance of shelter.
- j. Material for aluminum roof shall be top quality, durable and long lasting. An appropriate overhang or other method of diverting rainwater away from the front entry is required. Finished roof shall be leak proof, rustproof, fade resistant. The roof shall be readily serviceable. Vendors shall supply Powder coated paint color, specification, options, and drawing depicting the roof design.
- k. Base connections shall be adjustable to varying sidewalk or mounting conditions. External anchor shoes shall be used and shall be finished to match the shelter. Anchor shoes shall contain internal drainage weep hole to prevent condensation build-up, or approved equal method.
- l. An air space between the bottom of each panel and the sidewalk/pad is required. Concrete base pad connections and the size of each panel shall be adjusted accordingly.
- m. All applicable standards of the Americans with Disabilities Act of 1990 shall apply.
- n. Shelter must be designed in accordance with wind load provisions of the Standard Building Code, the Florida Building Code, and any applicable requirements of Lee County.
- o. Shelter structure panels must be raised from the paved surface as required under Florida Administrative Code Section 14-20-003.
- p. Roofs shall be leak and condensation proof.
- q. There shall be a minimum of 36" wide unobstructed space within the shelter to accommodate wheelchairs.
- r. Solar lights must read a minimum of 15-20 Foot Candle (FC) from bench area. Enough cabling from the solar panel to the battery, so the solar panel may be installed on either side of the roof. Solar panels to be roof mounted, or integrated in the roof panel, or flexible solar panels.
- s. Batteries: The solar power system shall have batteries that require no maintenance, and designed for five (5) consecutive days, with no solar input. The wire harness shall include a weather resistant ATO fuse holder and plug to eliminate system failure due to corrosion, and accommodate quick/easy installation. The system batteries shall have a five year prorated warranty. Batteries shall be designed as to be weather and tamper/vandal resistant.
- t. Hardware: All hardware must be stainless steel and must be packaged prepackaged in complete kits for each individual shelter (shelter, bench, trash receptacle, and advertising kiosks with solar lighting package). Bulk packaging of hardware is not acceptable. Bill of Lading/Packing Slip will provide detailed inventory of all hardware included in shipment.
- u. Packing and Crating of Shelters: Shelters shall be modular, prefabricated and shipped in knock down condition for installation on a prepared concrete foundation using standard tools and equipment. Parts are to be clearly identified and complete instructions are to be provided. All hardware must be stainless steel and be packaged prepackaged in complete kits for each shelter (shelter, bench, and trash receptacle, advertising display box with solar lighting package). Bulk packaging of hardware is not acceptable. Bill of Lading/Packing Slip will provide detailed inventory of all hardware and shelter components included in shipment.
- v. Paint: Paint is to meet AAMA 2605 South Florida weathering standards for painted metal surfaces.
- w. Solar-powered LED security lighting must read at a minimum 15-20 FC from the bench area.

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- x. Solar-powered LED lighting for both security purposes and advertising display must read at a minimum of 15-20 FC from the bench area.

3.5 SUBMITTALS

With each purchase order issued the Contract shall provide the below documentation:

- a. Shop drawings - The awarded vendor shall provide five (5) final signed and sealed construction drawings and calculations by a professional structural engineer registered in the State of Florida.
- b. Certification that materials meet specifications.
- c. Aluminum frame descriptive literature, including AAMA or other industry standards literature.
- d. Rust proofed painted aluminum roof sample or descriptive literature.
- e. Written warranty.
- f. Paint color options for roof and specifications.
- g. Bench, trash receptacle and bike rack specifications.
- h. Advertising box specifications and literature for both standard and digital.
- i. Solar lighting specifications for both internal and stand-alone light.
- j. Documentation of 1-year experience in the design and manufacture of passenger bus shelters.
- l. Provide engineering drawings with concrete footing and slab thickness requirements, reinforcement rebar requirements and installation instructions. The engineering drawings supplied shall be signed and sealed by an engineer licensed in the State of Florida on construction plans and shall be for the shelters as delivered.

3.6 DELIVERY

Vendor shall deliver all equipment ordered within specified calendar days as listed on the Notice to Proceed or Purchase Order date whichever applies.

All shipping shall be F.O.B. Destination within Lee County, FL as directed by LeeTran at time of purchase. Each shelter shall be delivered to destination clearly labeled modular assemblies. Each shall include a boxed hardware kit with complete installation instructions

3.7 WARRANTY

Manufacturer shall provide written warranty that each shelter be free from defects, in parts and manufacture. As part of the bid proposal, the manufacturer shall provide a complete set of written, (and diagrammatic, as necessary) instructions for the assembly and installation of the shelters.

- a. Warranty begins from the date LeeTran received, inspected and accepted products
- b. All general material and workmanship shall be guaranteed to be free of defects for a minimum of five (5) years from the date of purchase.
- c. Replacement parts shall be made available for purchase by LeeTran for a minimum of twelve (12) years after

EXHIBIT D
PROJECT FUNDING PACKAGE

purchase at the agreed upon price.

- d. A breakdown of all parts and main components shall be listed with the warranty terms.
- e. Manufacturer shall provide proof of design and testing.
- f. Warranty work must cover defects in materials. Defects shall include, but not limited to:

Parts: Loose, damaged and/or missing parts

Finish: Abnormal deterioration

Solar Lighting warranty minimums:

- 1) Battery- 5 years (prorated)
- 2) LED's -20 years
- 3) Charge Controller and LED Driver-5 years
- 4) Solar Panel- 20 years
- 5) Wiring Harnessing-10 years
- 6) Light Fixture-10 years
- 7) Mounting hardware- 20 years

End of Scope of Work and Specifications Section.

EXHIBIT D
PROJECT FUNDING PACKAGE

LEE COUNTY DOCUMENT MANAGEMENT FORM

For
B180127LAC, Shelter Structures for LeeTran's Passenger Amenities Program

These forms are required as indicated below and all required forms should be submitted with all submissions. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked "N/A or Not Applicable" across the form in large letters and returned with your submission package. The original must be a manually signed. Include additional copies, if specified, in the Solicitation documents.

FORM #	TITLE / DESCRIPTION	REQUIRED STATUS (Required, Not Required, If Applicable)	VENDOR CHECK-OFF
1	Solicitation Response Form	Required	
N/A	Business Relationship Disclosure Requirement	If Applicable	
2	Affidavit Certification Immigration Laws	Required	
3	Reference Survey	Required	
4	Negligence or Breach of Contract Disclosure Form	Required	
5	Affidavit Principal Place of Business	Required	
6	Sub-Contractor List	Required	
7	Public Entity Crime Form	Required	
8	Minimum Qualification Requirements	Required	
*	Proposal Label	Required	
*	Inclusion of any licenses or certifications requested.	If Applicable	
GRANT FUND – REQUIRED DOCUMENTS			
1	Buy America	Required	
2	Lobbying	Required	
3	Debarment and Suspension	Required	
4	E-Verify	Required	
*	Evidence of Enrollment in the E-Verify Program (Profile or MOU)	Required	
*	Form LLL – Disclosure of Lobbying Activity	If Applicable	

It is the Proposer's responsibility to review the submittal request in its entirety and ensure that all submittal requirements are included within your submission package.

EXHIBIT D
PROJECT FUNDING PACKAGE

REQUIRED FORMS
INVITATION TO BID

These forms are required and should be submitted with all submissions. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked "N/A or Not Applicable" across the form in large letters and returned with your submission package. **Note:** If submitting via hard copy the original must be a manually signed original. Include additional copies, if specified, in the Solicitation documents.

- | <u>Form #</u> | <u>Title/Description</u> |
|----------------------|---|
| 1 | <p><i>Solicitation Response Form</i></p> <p>All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (as applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from http://www.sunbiz.org as certification of this required information. Sample attached for your reference.</p> <p>Verify that all addenda and tax identification number have been provided.</p> |
| 1a | <p><i>Bid/Proposal Form</i></p> <p>This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County</p> |
| 1b | <p><i>Business Relationship Disclosure Requirement</i> (as applicable)</p> <p>Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this <u>disclosure is applicable request form</u> "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), FL § (1983)) to be completed and <u>returned with solicitation response</u>. It is the Bidder's responsibility to request form and disclose this relationship, failure to do so could result in being declared non-responsive.</p> <p>NOTICE: UNDER THE PROVISIONS OF FL § 112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$5,000.00.</p> |
| 2 | <p><i>Affidavit Certification Immigration Laws</i></p> <p>Form is acknowledgement that the Bidder is in compliance in regard to Immigration Laws.</p> |
| 3 | <p><i>Reference Survey</i></p> <p>Provide this form to reference respondents. <u>For Bids, this form will be requested from the apparent low Bidder prior to the award. (not required to submit with bid)</u></p> <ol style="list-style-type: none">1. Section 1: Bidder/Proposer to complete with <u>reference respondent's</u> information prior to providing to them for their response. (This is not the Bidder/Proposer's information.)2. Section 2: Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.3. The <u>reference respondent</u> should complete "Section 3."4. Section 4: The reference respondent to print and sign name5. Reference responses are to be provided upon request.6. Failure to obtain reference surveys may make your company non-responsive. |

EXHIBIT D
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4 *Negligence or Breach of Contract Disclosure Form*

The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the Bidder has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous.

If you have **no litigation**, enter **"None"** in the first **"type of incident"** block of the form. Please do not write N/A on this form.

5 *Affidavit Principal Place of Business*

Certifies Bidder's location information.

6 *Sub-Contractor List* (as applicable)

To be completed and returned when sub-contractors are to be utilized and are known at the time of the submission.

7 *Public Entity Crime Form*

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.

***Bid/Proposal Label* (Required)**

Self explanatory. Please affix to the outside of the sealed submission documents.

***Include any licenses or certifications requested* (as applicable)**

Local Business Tax Account (as applicable)

FTA FORM 1 *Buy America Requirements*

FTA FORM 2 *Lobbying*

FTA FORM 3 *Debarment and Suspension*

FTA FORM 4 *E-Verify*

Bidder's responsibility to insure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If solicitation is not received prior to deadline it cannot be considered or accepted.)

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PROJECT FUNDING PACKAGE

Ver 11/07/2016-3

Form 1 – Solicitation Response Form

V09/12/2016



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: 6/19/18

Deadline Date: 6/27/2018

SOLICITATION IDENTIFICATION: B180127LAC

SOLICITATION NAME: Shelter Structures for LeeTran's Passenger Amenities Program

COMPANY NAME: Brasco International, Inc.

NAME & TITLE: (TYPED OR PRINTED) Sean Loeve, Sales

BUSINESS ADDRESS: 32400 Industrial Drive

(PHYSICAL) Madison Heights, MI 48071

CORPORATE OR MAILING ADDRESS:

☒ SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: sloeve@brasco.com

PHONE NUMBER: 800-893-3665 FAX 313-393-0499

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

By responding to this sealed solicitation, the Bidder/Proposer makes all representations required by the instructions and further warrants and represents that: Bidder/Proposer has examined copies of all the solicitation documents and of the following addenda:

No. _____	Dated: _____	No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____	No. _____	Dated: _____

Tax Payer Identification Number: 38-3156752

(1) Employer Identification Number -OR- (2) Social Security Number:

**** Lee County collects your social security number for tax reporting purposes only**

Please submit a copy of your registration from the website www.sunbiz.org establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*. (a sample is attached for your reference)

- 1 **Collusion Statement:** Lee County, Florida The undersigned, as Bidder/Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby bid/propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

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PROJECT FUNDING PACKAGE

Ver 11/07/2016-3

2 Scrutinized Companies Certification:

Section 287.135, FL §, "Prohibition against contracting with scrutinized companies." Prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, have been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is in compliance with Section 287.135, FL §. I understand that submission of a false certification may subject company to contract termination, civil penalties, attorney's fees, and/or costs.

Form#1 – Solicitation Form, Page 2

- 3 Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), FL § (1983)) to be completed and returned with solicitation response. It is the bidder/proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

☐ Business Relationship Applicable (request form)

☒ Business Relationship NOT Applicable

- 4** Disadvantaged Business Enterprise (DBE) bidder/proposer? If yes, please attach a current certificate.

Yes

☒ No

ALL SUBMISSIONS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE BIDDER/PROPOSER, WITNESSED AND SEALED (AS APPLICABLE)

Brasco International, Inc.

Company Name (Name printed or typed)

Sean Loew

Authorized Representative Name (printed or typed)

Director of Sales

Authorized Representative's Title (printed or typed)

Sean

Authorized Representative's Signature



(Affix Corporate Seal, as applicable)

Kevin Ian Riley

Witnessed/Attested by:

(Witness/Secretary name and title printed or typed)

[Signature]

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

EXHIBIT D
PROJECT FUNDING PACKAGE

www.sunbiz.org - Department of State

Page 1 of 1

Detail by Entity Name

Florida Profit Corporation

Bill's Widget Corporation

Filing Information

Document Number: 655555
FE/EIN Number: 511111111
Date Filed: 09/22/1980
State: FL
Status: ACTIVE
Last Event: AMENDED AND RESTATED ARTICLES
Event Date Filed: 07/25/2006
Event Effective Date: NONE

Principal Address Verify either Principal or Mailing address is on Form 1

555 N Main Street
Your Town, USA 99999

Changed: 02/11/2012

Mailing Address

555 N Main Street
MYour Town, USA 99999

Changed: 02/11/2012

Registered Agent Name & Address

My Registered Agent
111 Registration Road
Registration, USA 99999

Name Changed: 12/14/2006

Address Changed: 12/14/2006

Officer/Director Detail

Name & Address

Title

President, First
555 AVENUE
Anytown, USA 99999

Title V
President, Second
555 AVENUE
Anytown, USA 99999

IMPORTANT:

For corporations: All documents must be signed by the president of the company or an authorized individual. For any individual other than the president, we will need one of the following to confirm their authority to sign:

1. a corporate resolution by the Board of Directors, or
2. an extract of minutes, or
3. an extract of Vote by the Board of Directors.

If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).

With respect to an LLC, the authority to bind a limited liability company is controlled by Florida statutes. Managers or managing members have inherent authority to bind an LLC.

If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.

10/05/2018

EXHIBIT D
PROJECT FUNDING PACKAGE

Form 1a – Bid/Proposal Form



LEE COUNTY
SOUTHWEST FLORIDA

Lee County Procurement Management
BID/PROPOSAL FORM

Company Name: _____

Solicitation # B180127LAC

Solicitation Name

Shelter Structures for LeeTran's Passenger Amenities
Program

This page serves as a header/placeholder only. Please refer to the Excel document provided with the solicitation for the complete Bid Schedule. The Excel document contains formulas for convenience, however it is the Contractor's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s).

REMINDER: 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.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will deem Bidder as non-responsive and ineligible for award.

Bidders may not adjust or modify data provided within the Bid Schedule. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.

Bidders must bid on all line items to be eligible for award of this contract.

PLEASE ENSURE you have provided a printed copy of the Bid Schedule with your hard copy submission packages and provided the excel version with your digital submission package.

EXHIBIT D
PROJECT FUNDING PACKAGE

Ver 11/07/2016-3

Form 2 - Affidavit Certification of Immigration Laws



LEE COUNTY
SOUTHWEST FLORIDA

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: B180127LAC SOLICITATION NAME: Shelter Structures for LeeTran's Passenger Amenities Program

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.

BIDDER/PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Brasco International, Inc.

[Signature]
Signature

Sales
Title

6/19/18
Date

STATE OF Michigan
COUNTY OF Macomb

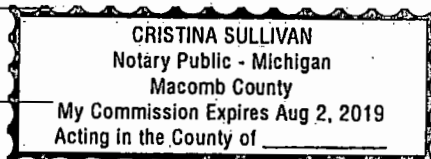
The foregoing instrument was signed and acknowledged before me this 19th day of June 20 18, by SEAN LOEWE who has produced
(Print or Type Name)
as identification.

(Type of Identification and Number)

[Signature]
Notary Public Signature

CRISTINA SULLIVAN
Printed Name of Notary Public

Notary Commission Number/Expiration



The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Ver 11/07/2016-3

Lee County Procurement Management



LEE COUNTY

Solicitation # B180127LAC

Shelter Structures for LeeTran's Passenger Amenities Program

Reference Name (Print)

Please submit non-Lee County employees as references

Reference Signature

BI80127LAC, Shelter Structures for LeeTran's Passenger Amenities Program

EXHIBIT D
PROJECT FUNDING PACKAGE

Ver 11/07/2016-3

Form 3 Reference Survey



LEE COUNTY
SOUTHWEST FLORIDA

Lee County Procurement Management

REFERENCE SURVEY

Solicitation # B180127LAC

Shelter Structures for LeeTran's Passenger Amenities Program

Section 1 <small>Reference Respondent Information</small> FROM: <u>Ralph Viola</u> COMPANY: <u>Broward County Transit</u> PHONE #: <u>954-357-6373</u> FAX #: _____ EMAIL: <u>rviola@broward.org</u>	Please return completed form to: Bidder/Proposer: _____ Due Date: _____ Total # Pages: 1 Phone #: _____ Fax #: _____ Bidder/Proposer E-Mail: _____
---	--

Section 2 <small>Enter Bidder/Proposer Information as applicable. Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)</small>			
Bidder/Proposer Name: <u>Brasco International, Inc.</u>			
Reference Project Name:	Project Address:	Project Cost:	
Summarize Scope:			

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3	Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?	
2. Were any problems encountered with the company's work performance?	
3. Were any change orders or contract amendments issued, other than owner initiated?	
4. Was the job completed on time?	
5. Was the job completed within budget?	
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. <div style="text-align: right; font-size: small;">Rate from 1 to 10. (10 being highest)</div>	
7. If the opportunity were to present itself, would you rehire this company?	
8. Please provide any additional comments pertinent to this company and the work performed for you:	

Section 4

Reference Name (Print)

Please submit non-Lee County employees as references

Reference Signature

EXHIBIT D PROJECT FUNDING PACKAGE

Ver 11/07/2016-3

Form 3 Reference Survey



LEE COUNTY
SOUTHWEST FLORIDA

Lee County Procurement Management

REFERENCE SURVEY

Solicitation # B180127LAC

Shelter Structures for LeeTran's Passenger Amenities Program

Section 1 Reference/Respondent Information		Please return completed form to:	
FROM:	Mark Mainardi	Bidder/Proposer:	
COMPANY:	Arlington County	Due Date:	
PHONE #:	703.228.3392	Total # Pages:	1
FAX #:		Phone #:	
EMAIL:	mmainardi@arlingtonva.us	Fax #:	
		Bidder/Proposer E-Mail:	

Section 2 Enter Bidder/Proposer Information, as applicable. Similar/Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Bidder/Proposer Name: Brasco International, Inc.			
Reference Project Name:	Project Address:	Project Cost:	
Summarize Scope:			

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3	Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?	
2. Were any problems encountered with the company's work performance?	
3. Were any change orders or contract amendments issued, other than owner initiated?	
4. Was the job completed on time?	
5. Was the job completed within budget?	
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)	
7. If the opportunity were to present itself, would you rehire this company?	
8. Please provide any additional comments pertinent to this company and the work performed for you:	

Section 4

Reference Name (Print)

Please submit non-Lee County employees as references

Reference Signature



LEE COUNTY
SOUTHWEST FLORIDA

**ALLEGED NEGLIGENCE OR BREACH OF CONTRACT
DISCLOSURE FORM**

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years.

Please complete in chronological order with the most recent incident on starting on page 1.

Company Name: Brasco International, Inc.

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>
None							

Make as many copies of this sheet as necessary in order to provide a 10 year history of the requested information. If there is no action pending or action taken in the last 10 years, complete the company name and write "NONE" in the first "Type of Incident" box of this page and return with your submission package. This form should also include the primary partners listed in your submission. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous. **Please do not modify this form (expansion of spacing allowed) or submit your own variation.**

Page Number: _____ Of _____ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.

EXHIBIT D
PROJECT FUNDING PACKAGE

EXHIBIT D
PROJECT FUNDING PACKAGE

Ver 11/07/2016-3

Form 5 - Affidavit Principal Place of Business



LEE COUNTY
SOUTHWEST FLORIDA

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Instructions: Please complete all information that is applicable to your firm

Company Name: Brasco International, Inc.

Printed name of authorized signer Sean Loewe Title Sales

Authorized Signature [Signature] Date 6/19/18

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Notary:

State of Michigan
County of Macomb

The foregoing instrument was signed and acknowledged before me this

19th day of June

2018 Sean Loewe who has produced

L 000 762 603 610 as identification (or personally known)
Type of ID and number

Notary Public Signature [Signature] Notary Commission Number and expiration CRISTINA SULLIVAN
Notary Public - Michigan
Macomb County
My Commission Expires Aug 2, 2019
Acting in the County of

1. Principal place of business is located within the boundaries of: Lee County
Collier County
☒ Non-Local

Local Business Tax License #

2. Address of Principal Place of Business: 32400 Industrial Drive
Madison Heights, MI 48071
3. Number of years at this location 7 years
4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years Yes* ☒ No X *If yes, attach contractual history for past 3 consecutive years
5. Number of available employees for this contract 70
6. Does your company have a Drug Free Workplace Policy ☒ Yes X No

No Subcontractors Used *sf.*

Form 6-Sub-contractor List



LEE COUNTY

SOUTHWEST FLORIDA

SUB-CONTRACTOR LIST

Sub-contractor Name	Area Of Work	Point Of Contact Or Project Supervisor	Phone Number and Email	Qualified DBE Yes/No	Amount or Percentage of Total

EXHIBIT D
PROJECT FUNDING PACKAGE

Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as Disadvantaged Business Enterprise (DBE) contractors, please attach a current certificate.

EXHIBIT D
PROJECT FUNDING PACKAGE

Ver 11/07/2016-3

Form 7: Public Entity Crime Form

Page 1 of 2

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to Sean Loewe ^{SE.} Lee County
(Print name of the public entity)
by Sean Loewe, Director of Sales
(Print individual's name and title)
for Brasco International, Inc.
(Print name of entity submitting sworn statement)
whose business address is 32400 Industrial Drive, Madison Heights, MI 48071
(If applicable) its Federal Employer Identification Number (FEIN) is 38-3156752

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length Agreement/Contract, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

**EXHIBIT D
PROJECT FUNDING PACKAGE**

Ver 11/07/2016-3

Public Entity Crime Form

Page 2 of 2

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Seef
(Signature)

6/19/18
(Date)

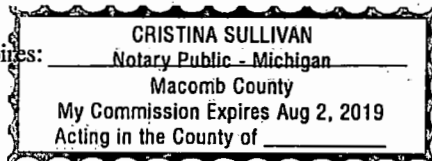
STATE OF Michigan
COUNTY OF Macomb

PERSONALLY APPEARED BEFORE ME, the undersigned authority, SEAN LOEWE
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 19th day
of June, 2018.

Cristina Sullivan
(NOTARY PUBLIC)

My Commission Expires:



**EXHIBIT D
PROJECT FUNDING PACKAGE**

Ver 11/07/2016-3

Form 8: Minimum Qualifications Requirements



LEE COUNTY
SOUTHWEST FLORIDA

MINIMUM QUALIFICATION REQUIREMENTS
FOR

B180127LAC, Shelter Structures for LeeTran's Passenger Amenities Program

Bidder(s)/Proposer(s) must meet the minimum qualification requirements as specified in the following form to qualify for consideration of award. This form must be completed and returned with the proposal submittal along with any supporting documentation where requested and/or indicated herein.

The County reserves the right, in their sole judgment, to determine to its satisfaction whether the Bidder(s)/Proposer(s) has met the minimum qualification requirements as specified herein. The determination shall be based upon the examination of the Minimum Qualification Requirements form and associated supportive documentation (if any requested).

An affirmative determination shall be a prerequisite for award of the contract to the Bidder(s)/Proposer(s). A negative determination shall result in disqualification of the proposal, in which event the County shall exclude the proposal from the evaluation or consideration process and therefore deeming the Bidder(s)/Proposer(s) ineligible for award.

- 1. CRITERIA 1 – EXPERIENCE:** Contractor must have a minimum of 1 years' experience in the design and manufacture of aluminum passenger amenities shelters.

Does your company have a minimum of 1 years' experience in the design and manufacture of aluminum passenger amenities shelters?

✓ YES _____ NO

If YES, provide details as requested below:

- Provide date of when company was established and began design and manufacture of aluminum passenger amenities shelters: 12/21/1993
- Provide details of past and/or current bus waiting shelter projects in the area below. The County requests details of three recent projects, however bidders may provide additional projects and details on company letterhead.

PROJECT 1

PROJECT NAME: _____	
PROJECT START DATE: _____	PROJECT COMPLETION DATE: _____
CLIENT NAME: _____	
CLIENT CONTACT NUMBER: _____	CLIENT EMAIL: _____
AMOUNT OF AWARD: _____	
SCOPE OF WORK SUMMARY: _____	
See Attached	

**EXHIBIT D
PROJECT FUNDING PACKAGE**

Ver 11/07/2016-3

PROJECT 2

PROJECT NAME: _____	
PROJECT START DATE: _____	PROJECT COMPLETION DATE: _____
CLIENT NAME: _____	
CLIENT CONTACT NUMBER: _____	CLIENT EMAIL: _____
AMOUNT OF AWARD: _____	
SCOPE OF WORK SUMMARY: _____	
See Attached	

PROJECT 3

PROJECT NAME: _____	
PROJECT START DATE: _____	PROJECT COMPLETION DATE: _____
CLIENT NAME: _____	
CLIENT CONTACT NUMBER: _____	CLIENT EMAIL: _____
AMOUNT OF AWARD: _____	
SCOPE OF WORK SUMMARY: _____	
See Attached	



Authorized Bidder/Proposer Signature

6/19/18

Date:

Sean Loewe

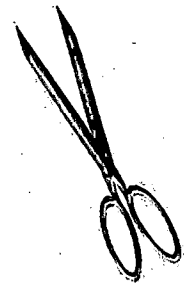
Authorized Bidder/Proposer Name (Print or Type)

**EXHIBIT D
PROJECT FUNDING PACKAGE**

Sealed Bid Label

**Cut along the outer border and affix this label to
your sealed solicitation envelope to identify it as a
“Sealed Bid”.**

SEALED BID DOCUMENTS • DO NOT OPEN	
BID No.:	B180127LAC
BID TITLE:	Shelter Structures for LeeTran's Passenger Amenities Program
DATE DUE:	Wednesday, June 27, 2018
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	_____ <small>(Name of Company)</small>
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 1500 Monroe 4 th Floor Fort Myers FL 33901
<i>Note: submissions received after the time and date above will not be accepted.</i>	



Lee County Procurement Management
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901
(239) 533-8881
www.leegov.com/procurement

PLEASE PRINT CLEARLY

**EXHIBIT D
PROJECT FUNDING PACKAGE**

**LEE COUNTY TRANSIT POLICIES
AND
PROCEDURES**

**GRANT-FUNDED PROCUREMENTS (500-11)
GENERAL PROVISIONS**



**3401 Metro Parkway
Fort Myers, FL 33901**

Revision Date: December 19, 2016

**EXHIBIT D
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LEE COUNTY TRANSIT GRANT-FUNDED PROCUREMENT GENERAL PROVISIONS

I. PROVISIONS APPLICABLE TO ALL CONTRACTS

A. Americans with Disabilities Act

All design and construction must be accessible to individuals with disabilities pursuant to Titles II and III of the Americans with Disabilities Act.

B. Application of Federal Laws Clause

Contractor understands that Federal, state and local laws, regulations, policies, and related administrative practices ("Laws") applicable to the Contract on the date the Contract was executed (the "Execution Date") may be modified from time to time, or new Laws may be established after the Execution Date. Contractor agrees that the most recent of such Laws will govern the administration of the Contract at any particular time, unless there is sufficient evidence in the Contract of a contrary intent. Such contrary intent might be evidenced by express language in the Contract, or a letter signed by the Federal Transit Administrator, the language of which modifies or otherwise conditions the text of a particular provision of the Contract.

C. Access to Records and Reports

The Contractor shall maintain books, records, documents, and other evidence directly pertinent to performance of the Work under the Contract in accordance with generally accepted accounting principles and practices consistently applied and Federal Acquisition Regulation Parts 30 and 31 (48 C.F.R. 30 and 31). The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of the cost submissions required for the Contract, or any Change Order or claim, and a copy of the cost summary submitted to LEE COUNTY BOARD OF COUNTY COMMISSIONERS (LCBOCC). LCBOCC, the U.S. Government, and the State Government or their authorized representatives shall have access, at all times during normal business hours, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Contractor will provide proper facilities for such access and inspection. The rights granted LCBOCC, and the government under this provision shall remain in full force and effect for the longer of: (a) three (3) years after termination of the Contract for whatever reason, or (b) the date on which all litigation, appeals, claims or exceptions related to any litigation or settlement of claims arising from the performance of the Contract are resolved or otherwise terminated. The foregoing record keeping obligations shall extend to any subcontractor performing Work valued in excess of ten thousand dollars (\$10,000.00). In addition, with respect to major capital projects, Contractor agrees to provide access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. §5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

D. Civil Rights Requirements

The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability, in accordance with the following Federal statutes and regulations, and any other implementing regulations issued pursuant to the: Civil Rights Act as amended, Titles VI (42 U.S.C. Sec. 2000d) and VII (42 U.S.C. Sec. 2000e); Age Discrimination

EXHIBIT D

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Act of 1975, as amended, Sec. 303 (42 U.S.C. 6102); Age Discrimination Action of 1967 as amended, Sec. 4 (29 U.S.C. Sec 623); Americans with Disabilities Act of 1990, as amended, Sec. 202 (42 U.S.C. 12132), and Sec. 102 (42 U.S.C. Sec. 12112) and implementing regulations (29 C.F.R. Part 1630), Federal transit law (49 U.S.C. Sec. 5332); Executive Order 11246, as amended by Executive Order 11375 42 U.S.C. Sec. 2000e note) and implementing regulations (41 C.F.R. Parts 60 et seq.). The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration (FTA).

E. Contracts Involving Federal Privacy Act Requirements

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any Contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.
2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

F. Disadvantaged Business Enterprise (DBE)

Contractor will conform to 49 C.F.R. Part 26. Lee County Transit, has established goals for the use of DBE subcontractors, and encourages the use of small business and veterans.

G. Energy Conservation

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act, as amended, 42 USC § 6321 *et seq.*, and perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessment," 49 CFR part 622, subpart C.

H. False or Fraudulent Statements or Claims – Civil and Criminal Fraud

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Sec. 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31 apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Contract Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the

EXHIBIT D

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Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in which whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.

I. Federal Assistance and Incorporation of FTA Terms

The procurements under the Contract may be supported in part by Federal assistance under grants made by the Department of Transportation, Federal Transit Administration, pursuant to the Federal Transit Laws, and then current or applicable FTA Master Agreement. When so funded, the Contract shall be subject to all rules and regulations promulgated pursuant thereto, as they may be amended from time to time during the course of the Contract. The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the Contract. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, Third Party Contracting Guidance and 2 CFR Part 200, Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal awards, as the same may be amended or superseded from time to time, are hereby incorporated by reference. Anything to the contrary, herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any LCBOCC requests which would cause LCBOCC to be in violation of the FTA terms and conditions.

J. Federal Changes

Contractor shall all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current FTA Master Agreement (which may be obtained at: <http://www.fta.dot.gov/grants/15072.html>) between Lee County Board of County Commissioners and FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.

k. Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to

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the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

L. No Government Obligation to the Third Parties

1. Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in, or approval of the solicitation or award of the underlying Contract, absent the express written consent of the Federal Government, the Federal Government is not a party to the Contract and shall not be subject to any obligations or liabilities to the Contractor or any other party pertaining to any matter resulting from the underlying Contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

M. Termination

1. **Termination for Convenience.** LCBOCC may terminate the Contract, in whole or in part, at any time and for any reason by written notice to the Contractor when it is in the best interest of LCBOCC, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA . The Contractor shall be paid its costs, including Contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its termination claim to LCBOCC to be paid to the Contractor. If the Contractor has any property in its possession belonging to LCBOCC, the Contractor will account for the same, and dispose of it in the manner LCBOCC directs.
2. **Termination for Default.** If the Contractor fails to make delivery of the goods or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of the Contract in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of ten (10) days after receiving such notice from LCBOCC , thereafter, LCBOCC may terminate the Contract for default and have the Work completed and the Contractor shall be liable for any resulting cost to LCBOCC . In the event of termination for default, the Contractor will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract. If, after termination for failure to fulfill Contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of LCBOCC.
3. **Termination Due to Insufficient Funds.** If at any time during the term of the Contract the LCBOCC Governing Board makes a determination that LCBOCC has insufficient funds with which to carry out its performance and obligations under the Contract, then

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LCBOCC may terminate the Contract by delivering a notice of termination to the Contractor. The effective date of any termination shall be the date which is thirty (30) days following the delivery of the notice of termination or such later date, if any, specified in the notice of termination. The Contractor shall be paid its costs, including Contract closeout costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its claim for final payment to LCBOCC.

4. **Termination Due to Failure to Receive a Grant or other Funding Device.** If at any time during the term of the Contract LCBOCC ceases to receive a grant or other funding device from a third party with which it intended to pay for the goods or services Contracted for, then, unless otherwise directed by the LCBOCC Governing Board, LCBOCC may terminate the Contract by delivering a notice of termination to the Contractor. The effective date of any termination shall be the date which is thirty (30) days following the delivery of the notice of termination or such later date, if any, specified in the notice of termination. The Contractor shall be paid its costs, including Contract closeout costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its claim for final payment to LCBOCC.
5. **Damages upon Termination.** Any damages to be assessed to the Contractor as a result of a default termination or any claim by Contractor for costs resulting from a termination for convenience by LCBOCC, a termination due to insufficient funds by LCBOCC, or a termination due to a failure to receive a grant or other funding device by LCBOCC will be computed and allowable in accordance with federal regulations in effect at the time of termination.

N. Conformance with Intelligent Transportation System (ITS) National Architecture

For all respect to all Contracts involving the provision of Intelligent Transportation Systems ITS property and services the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the National ITS Architecture and Standards to the extent required by 23 USC Section 517 (d) and 23 CFR Part 655 and 940.

O. Cargo Preference (Required for Transport of materials by Ocean Vessels)

The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Use of United States – Flag Vessels:

- a. The Contractor agrees to use privately owned United States- Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States- Flag commercial vessels
- b. Furnish within twenty (20) business days following the date of loading for shipments originating within the United States or within thirty (30) business days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding

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paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to LCBOCC (through the Contractor in the case of a subcontractor's bill-of-lading.)

- c. Include these requirements in all subcontracts issued pursuant to the Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

P. Recycled Products

With respect to contracts for items designated by the Environmental Protection Agency, when LCBOCC procures at least Ten Thousand Dollars (\$10,000) of such materials per year, the Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

Q. Program Funding

LCBOCC's performance and obligations to pay under the Contract are contingent upon the availability of various Federal, State and local funding.

R Immigration Law Affidavit Certification (E-Verify Requirement)

Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to provides an internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements. Vendors/bidders are required to enroll in the E-Verify program and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Exceptions to the program: Commodity based procurement where no services are provided.

II. PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING TWENTY FIVE THOUSAND DOLLARS

A. Suspension and Debarment

The Contract is a "covered transaction" for purposes of 49 C.F.R. Part 29. As such, Contractor is required to verify that none of the Contractor, its principals, as defined at 49 C.F.R. 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are excluded or disqualified as defined at 49 C.F.R. 29.940 and 29.945. Contractor is required to comply with 49 C.F.R. 29, Subpart C and must include the requirement to comply with 49 C.F.R. 29, Subpart C in any lower tier covered transaction it enters into. Contractor certifies as follows:

1. The certification in this clause is a material representation of fact relied upon by LCBOCC.

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2. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to LCBOCC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
3. The Contractor agrees to comply with the requirements of 49 C.F.R. 29, Subpart C while its offer is valid and throughout the period of any contract that may arise from its offer.
4. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

III. PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING ONE HUNDRED THOUSAND DOLLARS BY STATUTE (\$100,000)

A. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by the U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20 to the extent consistent with 31 U.S.C. §1352, as amended, and other applicable federal laws, regulations, and guidance prohibiting the use of Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352, as amended. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to LCBOCC.

B. Clean Air

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to LCBOCC and understands and agrees that LCBOCC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

C. Clean Water

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to LCBOCC and understands and agrees that LCBOCC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

D. Contract Work Hours and Safety Standards

The following provisions shall apply with respect to all U.S. federal government financed contracts and subcontracts in excess of \$100,000, involving employment of laborers or mechanics, including watchmen and guards, provided, however, that these provisions shall not apply to contracts for

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transportation by land, air, or water, or for the transmission of intelligence, or for the purchase of supplies or materials or articles ordinarily available in the open market.

1. **Overtime requirements** - No Contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages** - LCBOCC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or subcontractor under any such Contract or any other Federal contract with the same prime Contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (3) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

E. Resolution of Disputes, Breaches, or Other Litigation

Disputes - Disputes arising in the Performance of the Contract which are not resolved by agreement of the parties shall be decided in writing by the Procurement Director of LCBOCC. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnished a written appeal to the Procurement Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence of its position. The decision of the Procurement Director of LCBOCC shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by LCBOCC, Contractor shall continue performance under the Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or

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others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless the Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between LCBOCC and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Lee County, Florida.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by LCBOCC or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

IV. PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING THE SIMPLIFIED ACQUISITION THRESHOLD – ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000)

A. Buy America

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA - funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$150,000). Separate requirements for rolling stock are set out at U.S.C. 5323(j) (C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. Contractor must submit to LCBOCC a Buy America certification with respect to all FTA funded contracts, except those subject to a general waiver. This requirement does not apply to lower tier subcontractors.

B. Bonding Requirements (Non-Construction)

Contractor may be required to obtain performance and payment bonds when necessary to protect LCBOCC's interest.

1. The following situation may warrant a performance bond:
 - a. LCBOCC property or funds are to be provided to the Contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
 - b. Contractor sells assets to or merges with another concern, and LCBOCC, after recognizing the later concern as the successor in interest, desires assurance that it is financially capable.
 - c. Substantial progress payments are made before delivery of end items starts.
 - d. Contracts are for dismantling, demolition, or removal of improvements.

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2. When determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:
 - a. The penal amount of performance bonds shall be 100 percent of the original contract price, unless LCBOCC determines that a lesser amount would be adequate for the protection of LCBOCC.
 - b. LCBOCC may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increased contract price. LCBOCC may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
3. A payment bond is required only when performance bond is required, and if the use of payment bond is in the interest of LCBOCC.
4. When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bond as follows:
 - a. The penal amount of the payment bonds shall equal:
 - i. Fifty percent of the contract price if the contract price is not more than \$1 million.
 - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - iii. Two and half million if the contract price is more than \$5 million.

V. PROVISIONS APPLICABLE TO ROLLING STOCK PURCHASE CONTRACTS

A. Bus Testing

Contractor agrees to comply with 49 U.S.C. 5323(c) and FTA's implementing regulation at 49 C.F.R. Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to LCBOCC at a point in the procurement process specified by LCBOCC, which will be before LCBOCC's final acceptance of the first vehicle.
2. A manufacturer who releases a report under paragraph (a) above shall provide notice to the operator of the testing facility that the report is available to the public.
3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report. This must be provided to LCBOCC before LCBOCC, and A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
4. If the manufacturer represents that the vehicle is "grandfathered" (used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

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5. Contractor shall provide a certification of compliance with FTA bus testing requirements on such form as may be required by LCBOCC.

B. Pre-award and Post Delivery Audit Requirements

Contractor agrees to comply with 49 U.S.C. 5323(1) and FTA's implementation regulation at 49 C.F.R. Part 663 and to submit the following certifications: **

1. **Buy America Requirements** - The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with the Buy America requirements. If the Contractor certifies compliance with the Buy America requirements, it shall submit documentation which lists (i) component and subcomponent parts of the rolling stock to be purchased, identified by manufacturer of the parts, their country of origin and costs; and (ii) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
2. **Solicitation Specification Requirements** - The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
3. **Federal Motor Vehicle Safety Standards ("FMVSS")** - The Contractor shall submit (i) manufacturer's FMVSS self certification sticker information that the vehicle complies with relevant FMVSS or (ii) manufacturer's certified statement that the Contracted buses will not be subject to FMVSS regulations.

** Buy America requirements are applicable to rolling stock procurements exceeding \$150,000.

VI. PROVISIONS APPLICABLE TO CONSTRUCTION PROJECTS

A. Davis-Bacon Act and Copeland Anti-Kickback Acts

With respect to all construction contracts and subcontracts over two thousand dollars (\$2,000) at least partly financed by a loan or grant from the Federal Government, and including contracts for actual construction, alteration and/or repair, including painting and decorating, the following provisions shall apply.

1. **Minimum wages** – (i) All laborers and mechanics employed or working upon the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis - Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often

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than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 C.F.R. 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. With respect to helpers as defined in 29 C.F.R. 5.2(n) (4), such a classification prevails in the area in which the work is performed.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (ii) (B) or (C) of this section, shall be paid to all workers performing Work in the classification under the Contract from the first day on which Work is performed in the classification.

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2. **Withholding** - LCBOCC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under the Contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, LCBOCC may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
3. **Payrolls and basic records** - Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - (ii) (A) The Contractor shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to LCBOCC for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 C.F.R. part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
 - (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

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1. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5 and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (c) (i) (B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

4. **Apprentices and trainees** – (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire Work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's

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registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

(II) Trainees - Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

5. **Compliance with Copeland Act requirements.** The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the Contract.
6. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor

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shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the Contract clauses in 29 C.F.R. 5.5.

7. **Contract termination: debarment.** A breach of the Contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. 5.12.
8. **Compliance with Davis - Bacon and Related Act requirements.** All rulings and interpretations of the Davis - Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in the Contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of the Contract shall not be subject to the general disputes clause of the Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility** – (i) By entering into the Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

(ii) No part of the Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

B. Bonding Requirements for Construction Contracts Exceeding One Hundred FIFTY Thousand (\$150,000)

Bid Bond Requirements (Construction).

1. **Bid security** - A Bid Bond must be issued by a fully qualified surety company acceptable to LCBOCC and listed as a company currently authorized under 31 CFR Part 223 as possessing a Certificate of Authority as described thereunder.
2. **Rights Reserved** – In submitting the Bid, it is understood and agreed by bidder that the right is reserved by LCBOCC to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of ninety (90) days subsequent to the opening of bids, without the written consent of LCBOCC. It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within ninety (90) days after the bid opening without the written consent of LCBOCC, shall refuse or be unable to enter into the contract, as LCBOCC provided above, or refuse or unable to furnish adequate and acceptable Performance Bond and labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, bidder shall forfeit the bid security to the extent of LCBOCC's damages occasioned by such withdrawal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check shall prove inadequate to

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fully recompense LCBOCC for the damages occasioned by default, then such bidder agrees to indemnify LCBOCC and pay over to LCBOCC the difference between the bid security and LCBOCC's total damages, so as to make LCBOCC whole.

Performance and Payment Bonding Requirements (Construction).

The Contractor shall be required to obtain performance and payment bonds as follows:

1. Performance bonds
 - a. The penal amount of performance bonds shall be 100 percent of the original Contract price, unless LCBOCC determines that a lesser amount would be adequate for the protection of LCBOCC.
 - b. LCBOCC may require additional performance bond protection when a Contract price is increased. The increase in protection shall generally equal 100 percent of the increase in Contract price. LCBOCC may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
2. Payment bonds
 - a. The penal amount of the payment bonds shall equal:
 - i. Fifty percent of the contract price if the contract price is not more than \$1 million.
 - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - iii. Two and half million if the contract price is more than \$5 million.
 - b. If the original contract price is \$5 million or less, LCBOCC may require additional protection as required by subparagraph 1 of the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. LCBOCC shall determine the amount of the advance payment bond necessary to protect LCBOCC.

Warranty of the Work

1. The Contractor warrants to LCBOCC, the Architect and/or Engineer that all materials and equipment furnished under the Contract will be of highest quality and new unless otherwise specified by LCBOCC, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards shall be considered defective. If required by the Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by LCBOCC and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to LCBOCC.

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C. Seismic Safety Requirements for the Construction of New Buildings or Addition to Existing Buildings

Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all Work performed under the Contract including Work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

VII. PROVISIONS APPLICABLE TO OPERATIONS/MANAGEMENT CONTRACTS

A. Charter Service Operations

The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 C.F.R. Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation. Contractor agrees to include provisions to this effect in to include these requirements in all subcontracts issued pursuant to the Contract when the subcontract may involve charter service operations.

B. School Bus Requirements

Contractor agrees to comply with 69 U.S.C. 5323(f) and 49 C.F.R. Part 605, which provide that recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, Contractor agrees not to use federally funded equipment, vehicles, or facilities. Contractor agrees to include provisions to this effect in to include these requirements in all subcontracts issued pursuant to the Contract when the subcontract may involve school bus operations.

C. Transit Employee Protective Agreements Provisions

With respect to Contracts for "transit operations" as classified by the FTA, and performed by employees of a Contractor recognized by FTA to be a transit operator, the Contractor agrees to the comply with applicable transit employee protective requirements as follows:

1. **General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations Work on the underlying Contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under the Contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. Department of Labor guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. Department Of Labor to FTA applicable to LCBOCC's project from which Federal assistance is provided to support Work on the underlying Contract. The Contractor agrees to carry out that Work in compliance with the conditions stated in that U.S. Department Of Labor letter. The

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requirements of this subsection (a), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (2) and (3) of this Section.

2. **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a) (2) for Elderly Individuals and Individuals with Disabilities** - If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for LCBOCC, the Contractor agrees to carry out the Work in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. Department of Labor guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. Department of Labor's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with LCBOCC. The Contractor agrees to perform transit operations in connection with the underlying Contract in compliance with the conditions stated in that U.S. Department of Labor letter.
3. **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas** - If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. Department of Labor or any revision thereto.
4. **Requirements Apply to Subcontracts.** The Contractor agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with assistance provided by FTA.

D. Drug and Alcohol Testing

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 40 and 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Florida, or LCBOCC, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 before March 15th of each year and to submit the Management Information System (MIS) reports before December 31st of each year to LEE COUNTY, LEE COUNTY TRANSIT DIRECTOR, 3401 Metro Parkway, Fort Myers, FL 33901. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

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VIII. PROVISIONS APPLICABLE TO RESEARCH AND DEVELOPMENT CONTRACTS

A. Patent and Rights in Data

The following requirements apply to each Contract involving experimental, developmental or research work:

1. Patent Rights

- a. General – If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Contract to which this section applies and that inventions, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, LCBOCC and Contractor agree to take action necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
- b. Unless the Federal Government later make a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individually), LCBOCC and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government grants, Contracts and Cooperative Agreements," 37 CFR Part 401.
- c. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research Work financed in whole or in part with Federal assistance provided by FTA.

2. Rights in Data

- a. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- b. The following restrictions apply to all subject data first produced in the performance of the Contract to which this Section applies:
 - i. Except for its own internal use, LCBOCC or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may LCBOCC or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this

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restriction on publication, however, does not apply to any contract with an academic institution.

- ii. In accordance with 49 CFR § 18.34 and 49 C.F.R. § 19.36, the Federal Government 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," any subject data or copyright described in subsections (b)(ii)(A) and (b)(ii)(B) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 - Any subject data developed under that contract, whether or not a copyright has been obtained; and
 - Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.
- iii. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the Work to participants in that work. Therefore, unless FTA determines otherwise, LCBOCC and the Contractor performing experimental, developmental, or research Work required by the underlying Contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying Contract, is not completed for any reason whatsoever, all data developed under that Contract shall become subject data as defined in subsection (i) of this clause and shall be delivered as the Federal Government may direct. This subsection (iii), however, does not apply to adaptations of automatic data processing equipment or programs for LCBOCC or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
- iv. Unless prohibited by state law, upon request by the Federal Government, LCBOCC, and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by LCBOCC or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that Contract. Neither LCBOCC nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- v. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of

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any license or other right otherwise granted to the Federal Government under any patent.

- vi. Data developed by LCBOCC or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into Work required by the underlying Contract to which this Section applies is exempt from the requirements of subsections (ii), (iii), and (iv) of this clause, provided that LCBOCC or Contractor identifies that data in writing at the time of delivery of the Contract work.
 - vii. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research Work financed in whole or in part with Federal assistance provided by FTA.
- c. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), LCBOCC and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- d. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research Work financed in whole or in part with Federal assistance provided by FTA.

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Required Federal Contract Clauses

Required Federal Contract Clauses	Rolling Stock	Operating	Construction	Consultant Services	Research	Goods	Professional Services
Fly America	x	x	x	x	x	x	x
ADA	x	x	x	x	x	x	x
Buy America	>\$150,000		>\$150,000			>\$150,000	
Charter Bus and School Bus		x					
Cargo Preference - Required for transport of materials by ocean vessels	x		x			x	
Seismic Safety			New Bldg/additions				
Energy Conservation	x	x	x	x	x	x	x
Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Bus Testing	x	Turnkey					
Pre-Award and Post delivery Audit	x	Turnkey					
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Access to Records and Reports	x	x	x	x	x	x	x
Federal Changes	x	x	x	x	x	x	x
Bonding			>\$150,000				
Recycled products		>\$10,000	>\$10,000				
Davis-Bacon & Copeland Anti-Kickback Act			>\$2,000				
Contract Work hours and Safety Standards Act	>\$100,000		>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
No Federal Government Obligation to Third parties	x	x	x	x	x	x	x
Program Fraud and False or Fraudulent Statements and Related Acts	x	x	x	x	x	x	x
Termination	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
Government-wide Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Privacy Act	x	x	x	x	x	x	x
Civil Rights	x	x	x	x	x	x	x
Breach and Dispute Resolution	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Patent and Rights in Data					x		
Transit Employee protective Agreements		x					
Disadvantaged Business Enterprise (DBE)	x	x	x	x	x	x	x
Intelligent Transportation Systems - National Architecture	x	x	x	x	x	x	x
Incorporation of Federal Transit Administration Terms	x	x	x	x	x	x	x
Drug and Alcohol Testing		x					

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**LEETRAN
FTA CERTIFICATIONS**

Federally Required Certifications

1. Buy America Requirements* (over \$150,000)
2. Lobbying* (over \$100,000)
3. Debarment and Suspension* (over \$25,000)
4. E-Verify (all with the exception of commodity purchase)

*** Please sign and return the applicable FTA Certification**

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BUY AMERICA REQUIREMENTS

For contracts over \$150,000

49 U.S.C. 5323(j)

49 CFR Part 661

The Buy America requirements apply to the following types of contracts: **Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000).**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Buy America Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date 6/19/18

Print Name of Authorized Official Sean Loew

Title Director of Sales

Signature of Authorized Official Sean Loew

Company Name Brasco International, Inc.

Company Address 32400 Industrial Drive
Madison Heights, MI 48071

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LOBBYING

For contracts over \$100,000

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Brasco International, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Date 6/19/15

Print Name of Authorized Official Sean Laue

Title Director of Sales

Signature of Authorized Official 

Company Name Brasco International, Inc.

Company Address 32400 Industrial Drive, Madison Heights, MI 48071

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DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION REQUIREMENTS
for Contracts over \$25,000

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

The bidder or proposer certifies as follows:

1. 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 the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Lee County may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to Lee County if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact Lee County for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall 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 in writing by Lee County.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Lee County may pursue available remedies including suspension and/or debarment.

**EXHIBIT D
PROJECT FUNDING PACKAGE**

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

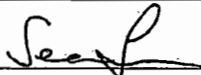
(Contracts over \$25,000).

The contractor certifies, that neither it nor its "principals" as defined in CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency.

Date 6/19/18

Print Name of Authorized Official Sean Loewe

Title Director of Sales

Signature of Authorized Official 

Company Name Brasco International, Inc.

Company Address 32400 Industrial Drive, Madison Heights, MI 48071

**EXHIBIT D
PROJECT FUNDING PACKAGE**

Attachment: Immigration Law Affidavit Certification

Solicitation # and Title :

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the Vendor / Bidder's proposal as non-responsive.

Lee County will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Lee County may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Lee County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

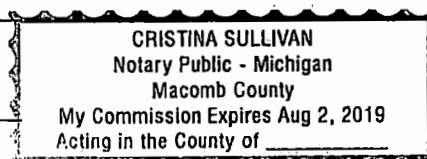
Company Name Brasco International, Inc.
Print Name Sean Loewe Title Director of Sales
Signature [Signature] Date 6/19/18
State of Michigan
County of Macomb

The foregoing instrument was signed and acknowledged before me this 19th day of June, 2018, by
SEAN LOEWE who has produced License L 000762603610 as identification.
(Print or Type Name) (Type of Identification and Number)

[Signature]
Notary Public Signature

CRISTINA SULLIVAN
Printed Name of Notary Public

Notary Commission Number/Expiration



The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

6/25/2018

EXHIBIT D
E-Verify Employer Wizard - Company Information
PROJECT FUNDING PACKAGE



Welcome
Kimberly Guest

≡ MENU

Company Information

Company Name
Brasco International, Inc.

Company ID Number
508615

Doing Business As (DBA) Name
--

DUNS Number
825615305

Physical Location

Address 1
32400 Industrial Drive

Address 2
--

City
Madison Heights

State
MI

Zip Code
48071

County
OAKLAND

Mailing Address

Address 1
--

Address 2
--

City
--

State
--

Zip Code

6/25/2018

EXHIBIT D
E-Verify Tutorial - Knowledge Test Results
PROJECT FUNDING PACKAGE



[Tutorial Home](#) | [Exit Tutorial](#) | [Log Out](#)

E-Verify Program Administrator Tutorial for Employers 30 of 30

Knowledge Test Results



Congratulations!



Kimberly Guest (KGUE9169), your score is 78.57%

Kimberly Guest, you successfully completed this tutorial and passed the E-Verify Knowledge Test on June 25, 2018.

Use your browser's print capability to obtain a copy of this page for your records.

To use E-Verify, select 'Exit Tutorial.'



REMINDER: You must visit 'View Essential Resources' to read the E-Verify User Manual, and you must print and clearly display the 'Notice of E-Verify Participation' and 'Right to Work' posters in all languages supplied by DHS.

EXHIBIT D
PROJECT FUNDING PACKAGE

Shelter Concept: Type 1

Two walled with possible ad box

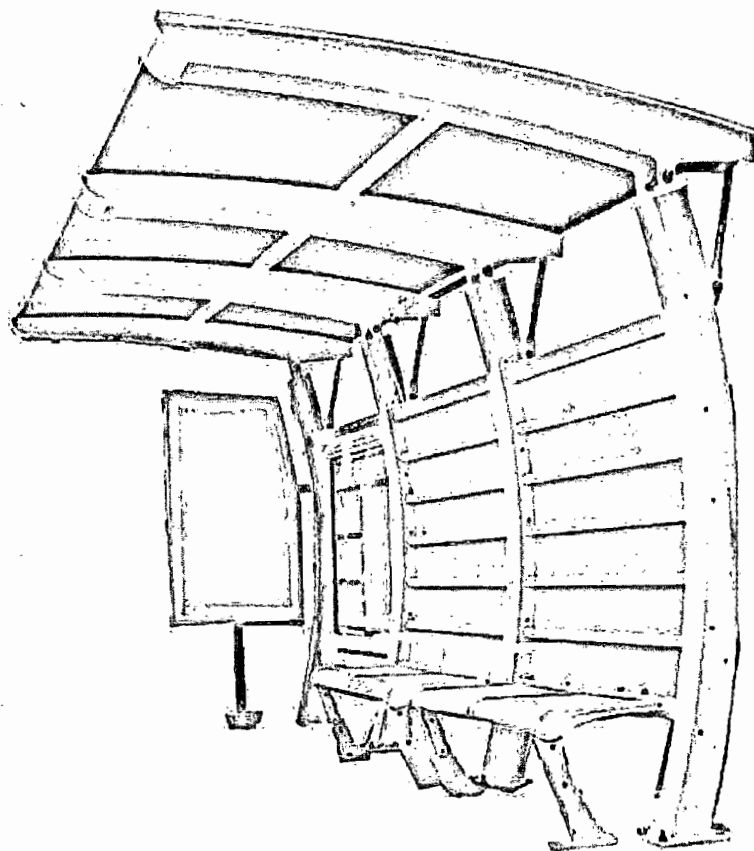


EXHIBIT D
PROJECT FUNDING PACKAGE

Shelter Concept: Type 2

Canopy shelter

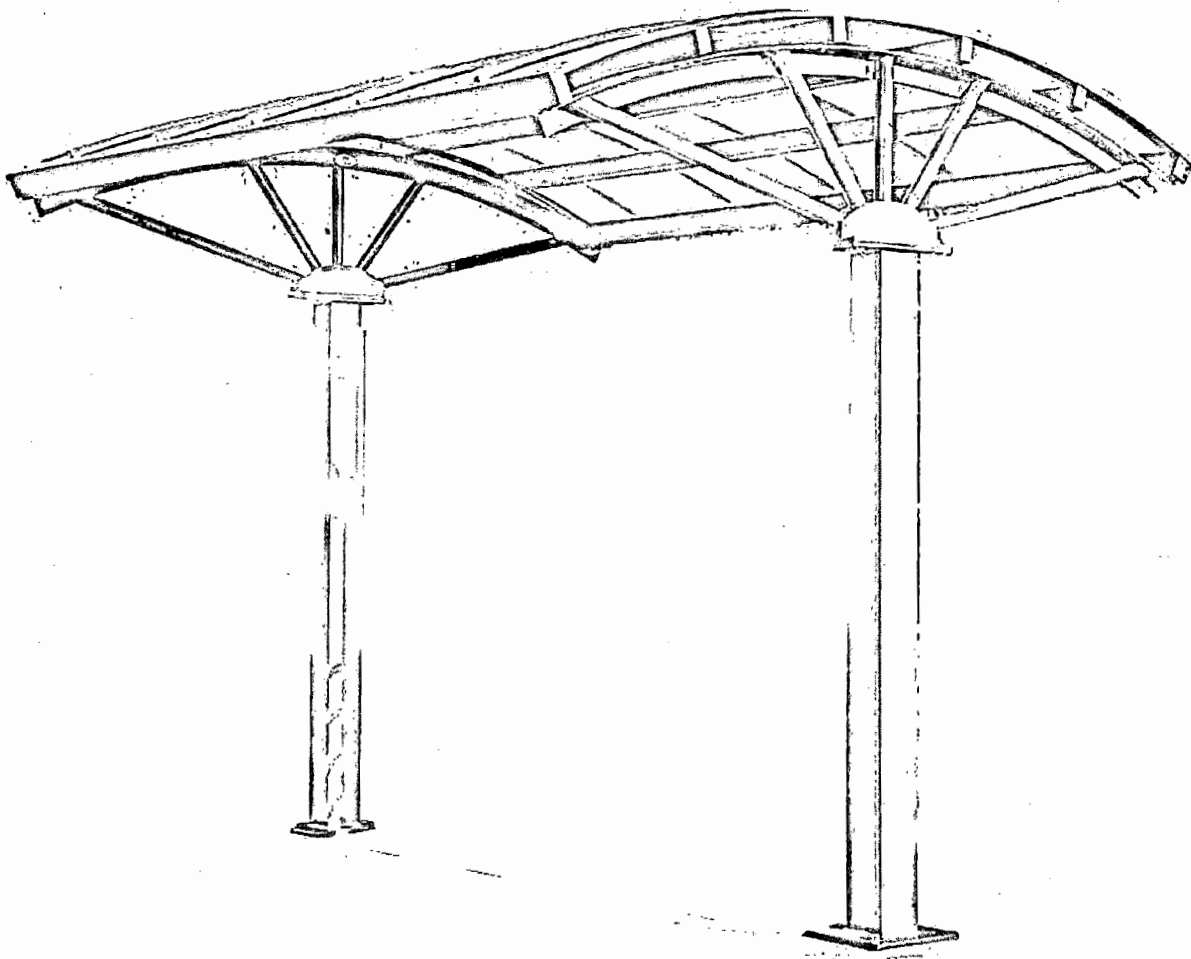


EXHIBIT D
PROJECT FUNDING PACKAGE

Shelter Concept: Type 3

Four post with ad boxes

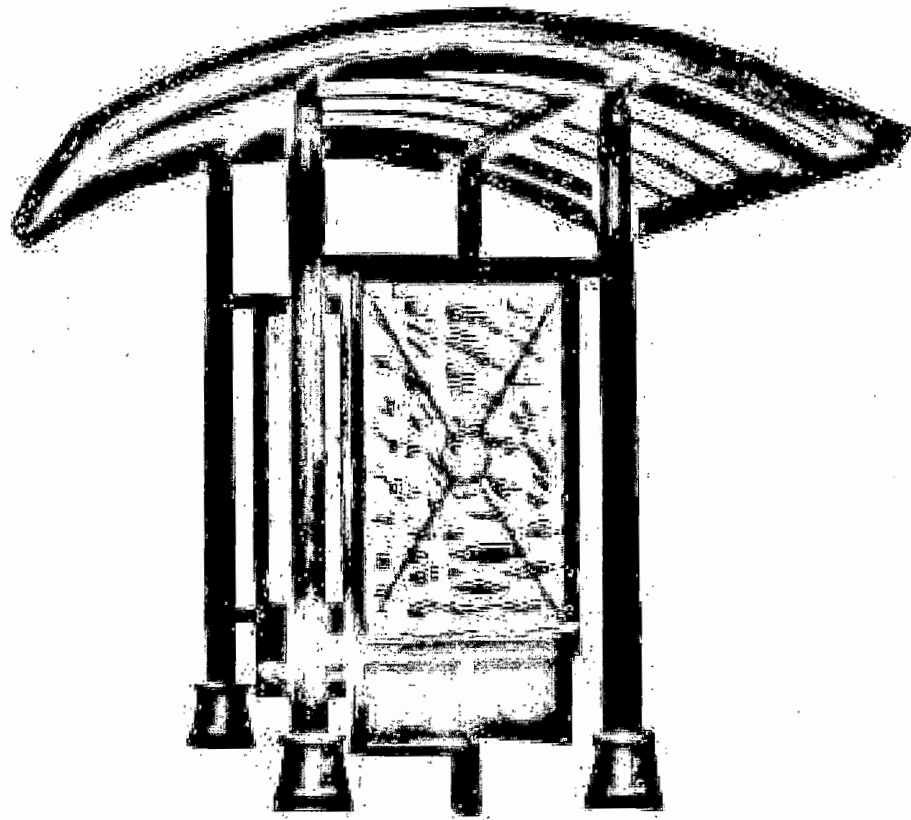


EXHIBIT D
PROJECT FUNDING PACKAGE

Bike Rack Concept

Single bike rack with center LeeTran logo plate

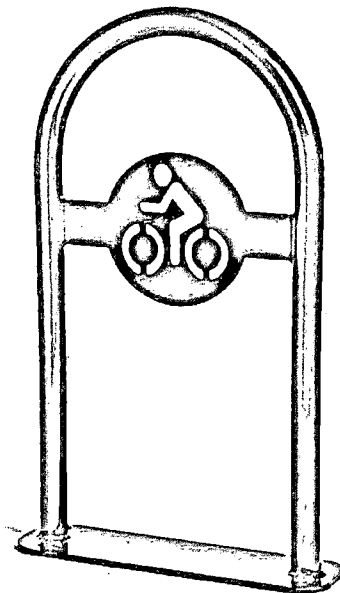
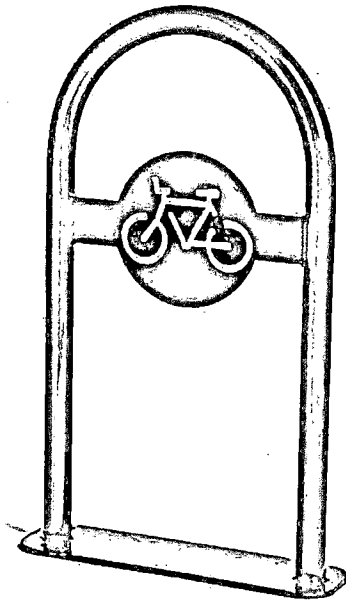


EXHIBIT D
PROJECT FUNDING PACKAGE

Bench Concept

Freestanding bench with advertising back; non-advertising bench also required

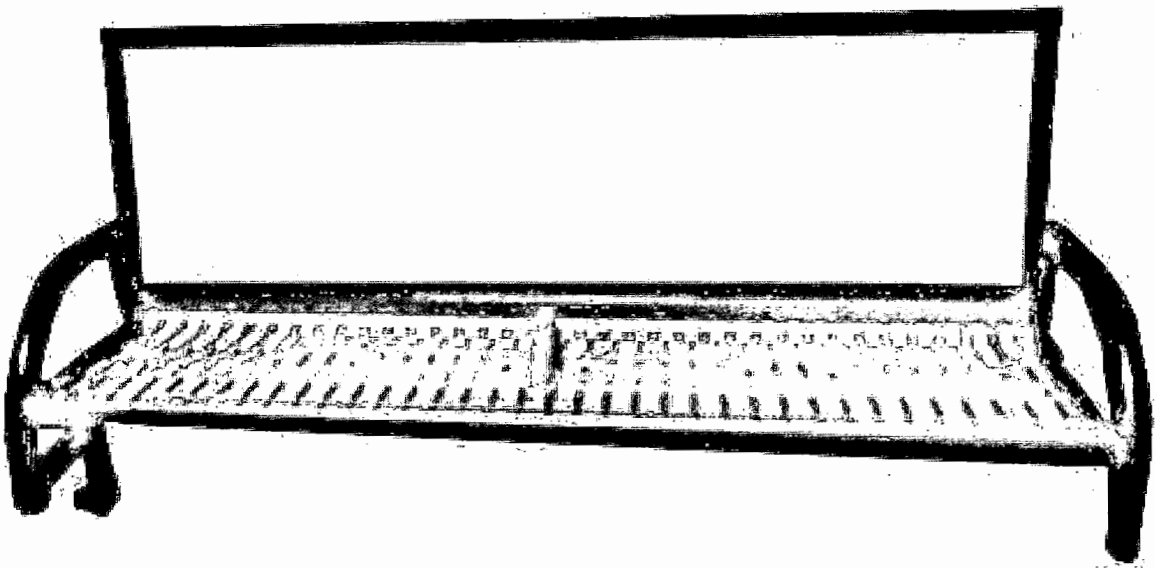


EXHIBIT D
PROJECT FUNDING PACKAGE

Bus Stop Pole Concept

Solar light post

