

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

**Blue Sheet No. 20030717**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Rescind the award to Scott Paints for Section B of the "Green Paint" (Low VOC) and Paint Related Products Quote Q-020573 for Construction and Design (Facilities Management) and to award this section to the next lowest quoter meeting all quote specifications ICI/Glidden Paints. The initial term of this agreement is for two years with an option to renew for three one-year periods if in the best interest of the County.

**WHY ACTION IS NECESSARY:** The Board must authorize any projects over \$50,000.00

**WHAT ACTION ACCOMPLISHES:** Establishes a fair competitive market price for the purchase of Architectural Green Paint and Paint Related Products.

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

*C2A*

**3. MEETING DATE:**

*07-01-2003*

**4. AGENDA:**

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

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

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

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER
  - B. DEPARTMENT Construction & Design
  - C. DIVISION Facilities Management
- BY: *[Signature]*

**7. BACKGROUND:** In order to establish a competitively bid quotation for the purchase of Architectural "Green Paint" (Low VOC) and Paint Related Products, Purchasing on November 12, 2002 requested and received six quotations. Award was made to three vendors Scott Paints for sections A&B, Glidden Paints for sections C, D & F, and Flex Bon Paints for section E. Board approval came on April 1, 2003 and the start date was May 1, 2003. After the award of the quote, it was determined that the products offered by Scott Paints in section B did not in fact meet the specification requirements. On June 6, 2003 a meeting was held with representatives from Purchasing, Facilities Management and the sales rep from Scott Paints.  
(Background continued on next page)

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services	G County Manager								
<i>[Signature]</i> 6-17-03	<i>[Signature]</i> 6-13-03			<i>[Signature]</i> 6/17/03	<table border="1"> <tr> <td>OA</td> <td>OM</td> <td>Risk</td> <td>GC</td> </tr> <tr> <td><i>[Signature]</i> 6/18/03</td> <td><i>[Signature]</i> 6/19/03</td> <td><i>[Signature]</i> 6/18/03</td> <td><i>[Signature]</i> 6-18-03</td> </tr> </table>	OA	OM	Risk	GC	<i>[Signature]</i> 6/18/03	<i>[Signature]</i> 6/19/03	<i>[Signature]</i> 6/18/03	<i>[Signature]</i> 6-18-03	<i>[Signature]</i> 6-17-03
OA	OM	Risk	GC											
<i>[Signature]</i> 6/18/03	<i>[Signature]</i> 6/19/03	<i>[Signature]</i> 6/18/03	<i>[Signature]</i> 6-18-03											

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: *6/17/03*  
Time: *3:15 PM*  
Forwarded To:

RECEIVED BY  
COUNTY ADMIN. *CA*  
*[Signature]*  
6-19-03  
3pm

It was determined that the products that were offered in section B by Scott Paints as meeting the specification requirements did not in fact qualify. Scott Paints has requested to be let out of their quote for section B. Facilities Management is in concurrence with the decision to rescind the award of section B to Scott Paints and award this section to the next lowest quoter meeting all specification requirements ICI/Glidden Paints.

- Attachments:
- (1) Tab Sheet
  - (2) Specifications
  - (3) Vendor Complaint Report
  - (4) Letter of Withdrawal of Bid for Section B/Scott Paints
  - (5) Letter of Acceptance of Section B/ICI/Glidden Paints
  - (6) Departments Recommendation to Re-award Section B

**ATTACHMENT**

FORMAL QUOTATION #Q-020573		LEE COUNTY, FLORIDA TABULATION SHEET				
OPENING DATE: November 12, 2002		FOR				
BUYER: CHRIS JEFFCOAT		ARCHITECTURAL "GREEN" PAINT AND PAINT RELATED PRODUCTS FOR FACILITIES MAN.				
		VENDOR # 1		VENDOR # 2		
VENDORS		SCOTT		ICI/GLIDDEN		
		PAINT		PAINTS		
COPIES PROVIDED						
ADDENDUMS AKNOWLEDGED						
		COST/QT	COST/GAL	ST/GAL.	COST/5 GAL. PAIL	
SECTION A TOTALS		\$23.20	\$46.20	58.60	\$265.00	
SECTION B TOTALS		\$20.50	\$40.95	50.10	\$248.25	
SECTION C TOTALS		N.B.	N.B.	12.60	\$60.00	
SECTION D TOTALS			N.B.	79.78	\$1,777.30	
SECTION E TOTALS		N.B.	N.B.	2.00		
SECTION F PERCENTAGE DISCOUNT		40%				
MIN. ORDER AMOUNT FOR DELIVERY		NONE				
TO BE DELIVERED WITHIN		5				
LOCAL VENDOR PREFERENCE		Y				
MODIFICATIONS		N				
QUOTE SIGNED		Y				
NO BIDS						
POSTING TIME/DATE						
FROM: /						
UNTIL: /						
BY:						

*for Meeting of July 1st  
 Deadline to Public Review  
 June 19th*

FORMAL QUOTATION #Q-020573			LEE COUNTY, FLORIDA TABULATION SHEET				
OPENING DATE: November 12, 2002			FOR				
BUYER: CHRIS JEFFCOAT			ARCHITECTURAL "GREEN" PAINT AND PAINT RELATED PRODUCTS FOR FACILITIES MAN.				
			VENDOR # 3		VENDOR # 4		
VENDORS			COLOR		SHERWIN		
			WHEEL		WILLIAMS		
COPIES PROVIDED							
ADDENDUMS AKNOWLEDGED							
	COST/QT	COST/GAL.	COST/5 GAL. PAIL		COST/QT	COST/GAL.	COST/5 GAL. PAIL
SECTION A TOTALS	\$23.75	\$59.05	\$270.25		\$27.01	\$72.76	\$363.80
SECTION B TOTALS	\$23.36	\$58.16	\$270.80		\$22.86	\$59.46	\$297.30
SECTION C TOTALS	\$6.59	\$16.39	\$76.95		\$5.08	\$15.25	\$76.25
SECTION D TOTALS		\$159.82	\$742.80			\$495.12	\$2,464.93
SECTION E TOTALS	N.B.	N.B.			\$23.70	\$43.94	
SECTION F PERCENTAGE DISCOUNT	40%				42%		
MIN. ORDER AMOUNT FOR DELIVERY	1 GALLON				0		
TO BE DELIVERED WITHIN	BLANK				0		
LOCAL VENDOR PREFERENCE	Y				Y		
MODIFICATIONS	N				N		
QUOTE SIGNED	Y				Y		
NO BIDS							
POSTING TIME/DATE							
FROM: _____ / _____							
UNTIL: _____ / _____							
BY:							

FORMAL QUOTATION #Q-020573		LEE COUNTY, FLORIDA TABULATION SHEET						
OPENING DATE: November 12, 2002		FOR						
BUYER: CHRIS JEFFCOAT		ARCHITECTURAL "GREEN" PAINT AND PAINT RELATED PRODUCTS FOR FACILITIES MAN.						
		VENDOR # 5			VENDOR # 6			
VENDORS		FLEX			PPG/PORTER			
		BON			PAINT			
COPIES PROVIDED								
ADDENDUMS AKNOWLEDGED								
		COST/QT	COST/GAL.	COST/5 GAL. PAIL		COST/QT	COST/GAL.	COST/5 GAL. PAIL
SECTION A TOTALS		N.B.	N.B.	N.B.		\$30.99	\$52.97	\$262.47
SECTION B TOTALS		\$20.59	\$58.33	\$270.32		\$21.09	\$45.17	\$221.13
SECTION C TOTALS		N.B.	N.B.	N.B.		\$6.56	\$11.93	\$59.65
SECTION D TOTALS			\$528.26	\$2,609.53			\$393.28	\$1,929.91
SECTION E TOTALS		\$19.66	\$41.01			\$11.58	\$23.04	
SECTION F PERCENTAGE DISCOUNT		40%				20%		
MIN. ORDER AMOUNT FOR DELIVERY		0				0		
TO BE DELIVERED WITHIN		7				5		
LOCAL VENDOR PREFERENCE		Y				Y		
MODIFICATIONS		N				N		
QUOTE SIGNED		Y				Y		
<b>NO BIDS</b>								
POSTING TIME/DATE								
FROM: _____ / _____								
UNTIL: _____ / _____								
BY: _____								



**LEE COUNTY**  
SOUTHWEST FLORIDA

# ATTACHMENT

2

PROJECT NO.: Q-020573

OPEN DATE: NOVEMBER 12, 2002

AND TIME: 2:30 P.M.

PRE-BID DATE: OCTOBER 31, 2002

AND TIME: 2:00 P.M.

LOCATION: DIVISION OF PURCHASING  
3434 HANCOCK BRIDGE PKWY  
3<sup>RD</sup> FLOOR  
N. FT. MYERS, FL 33903

# REQUEST FOR QUOTATIONS

## TITLE:

ARCHITECTURAL "GREEN" PAINT (LOW  
VOC) AND PAINT RELATED PRODUCTS FOR  
FACILITIES MANAGEMENT

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PURCHASING

### MAILING ADDRESS

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

### PHYSICAL ADDRESS

3434 HANCOCK BRIDGE PKWY, #307  
NORTH FORT MYERS, FL 33903

BUYER: CHRIS JEFFCOAT  
PURCHASING AGENT  
PHONE NO.: (239) 689-7392

**GENERAL CONDITIONS**

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

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (239) 689-7385.

**1. SUBMISSION OF QUOTE:**

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
  1. Marked with the words "Sealed Quote"
  2. Name of the firm submitting the quotation
  3. Title of the quotation
  4. Quotation number
  
- b. The Quotation shall be submitted in triplicate as follows:
  1. The original consisting of the Lee County quotes forms completed and signed.
  2. A copy of the original quote forms for the Purchasing Director.
  3. A second copy of the original quote forms for use by the requesting department.
  
- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
  1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
  2. Warranties and guarantees against defective materials and workmanship.
  
- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".

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

2. **ACCEPTANCE**

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



3. **SUBSTITUTIONS**

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

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

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

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

5. **RECYCLED PRODUCTS**

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

6. **WARRANTY/GUARANTY** (unless otherwise specified)

All materials and/or services furnished under this quote shall be warranted by the vendor to be free from defects and fit for the intended use.

7. **PRE-BID CONFERENCE**

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a quote attend.

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the quoter to ensure that they are represented at the pre-bid. Only those quoters who attend the pre-bid conference will be allowed to quote on this project.

8. **BIDDERS LIST MAINTENANCE**

A bidder should respond to "Request for Quotations" in order to be kept on the Bidder's List. Failure to respond to three different "request for quotations" may result in the vendor being removed from the Bidder's List. A bidder may do one of the following, in order to respond properly to the request:

- a. Submission of a quotation prior to the quote receipt deadline.
- b. Submission of a "no bid" notice prior to the quote receipt deadline.

9. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail one original invoice and one invoice copy to:

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

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this quote.

Lee county will not be liable for request of payment deriving from aid, assistance, or help by any individual, vendor, quoter, or bidder for the preparation of these specifications.

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or quoters should include in their quote all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

10. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/quote/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/quote/proposal, shall file with the County's Purchasing Director or Public Works Director a written "Notice of Intent to File a Protest" not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of a "Notice of Intended Decision" from the County with respect to the proposed award of the formal bid/quote/proposal.

The "Notice of Intent to File a Protest" is one of two documents necessary to perfect Protest. The second document is the "Formal Written Protest", both documents are described below.

The "Notice of Intent to File a Protest" document shall state all grounds claimed for the Protest, and clearly indicate it as the "Notice of Intent to File a Protest". Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

The "Notice of Intent to File a Protest" shall be received ("stamped in") by the Purchasing Director or Public Works Director not later than Four o'clock (4:00) PM on the third working day following the day of receipt of the County's Notice of Intended Decision.

The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/quote/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original "Notice of Intent to File a Protest" had never been filed.

Any contractor/vendor/firm submitting the County's standard bond form (CSD: 514), along with the bid/quote/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

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

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

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

evaluate the facts and merits of the Protest: and (3) to make a determination whether to accept or reject the Protest.

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

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

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

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

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

11. **PUBLIC ENTITY CRIME**

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

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

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

13. **MATERIAL SAFETY DATA SHEETS**

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

14. **MISCELLANEOUS**

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

15. **WAIVER OF CLAIMS**

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

16. **AUTHORITY TO PIGGYBACK**

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

17. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

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

c) **Disadvantaged Business Enterprises**

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

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

d) **Anti-Discrimination**

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

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

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

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

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information,

and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to insure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

18. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statues.



19. **DRUG FREE WORKPLACE**

Whenever two or more quotes/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a quote/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

20. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the quote response. This information may be accepted after opening, but no later than 10 calendar days after request.

21. **TERMINATION**

Any agreement as a result of this quote may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Purchasing Director may immediately terminate any agreement as a result of this quote for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal quote/proposal without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Purchasing.

22. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a quote/proposal are subject to public disclosure and will **not** be afforded confidentiality.

23. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually

or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are *not* to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

24. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

LEE COUNTY, FLORIDA  
 PROPOSAL QUOTE FORM  
 FOR  
 ARCHITECTURAL "GREEN" PAINT AND PAINT RELATED PRODUCTS  
 FOR FACILITIES MANAGEMENT

DATE SUBMITTED: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

T0: The Board of County Commissioners  
 Lee County  
 Fort Myers, Florida

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

The undersigned acknowledges receipt of Addenda numbers:

\_\_\_\_\_

**Please don't forget to return Attachment B with your quote!**

	<u>Cost/Qt.</u>	<u>Cost/Gal.</u>	<u>Cost/5Gal. Pail</u>
Section A Interior Paints Totals	\$ _____	\$ _____	\$ _____
Section B Exterior Paints Totals	\$ _____	\$ _____	\$ _____
Section C Metal Paints Totals	\$ _____	\$ _____	\$ _____
Section D Misc. Products Totals		\$ _____	\$ _____
Section E Add'l Misc. Prod. Totals	\$ _____	\$ _____	
Section F Sundries Percentage Discount	_____ %		
Minimum order amount required for delivery	_____		

TO BE (DELIVERED) WITHIN \_\_\_\_\_ CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

Are there any modifications to the quote or specifications:

Yes \_\_\_\_\_ No \_\_\_\_\_

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

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

FIRM NAME

\_\_\_\_\_

BY (Printed):

\_\_\_\_\_

BY (Signature):

\_\_\_\_\_

TITLE:

\_\_\_\_\_

FEDERAL ID # OR  
S.S.# \_\_\_\_\_

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

PHONE NO.:

\_\_\_\_\_

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

CELLULAR PHONE/PAGER NO.: \_\_\_\_\_

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: \_\_\_\_\_

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

REVISED: 7/28/00

**Lee County, Florida**  
**Detailed Specifications For the Purchase of Green Paints**  
**(Low Voc) and Paint Related Products for Facilities Management**

Scope

The purpose of this quote is to establish a source for the annual purchase of “Green” paints and paint related products for the Lee County Maintenance and Repair Services. The standards used to establish the specifications of the acceptable paint products was provided from a study entitled the Aberdeen Proving Grounds Project in conjunction with Green Seal, a nonprofit environmental standards organization. The information regarding the study was provided by the United States Environmental Protection Agency.

Term of Proposal

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

General Information

All paints offered under this quote request shall meet the standards for such paints as set forth in Green Seal’s requirements for environmentally safe paints. Please note below the guidelines for such paint products. Quoters may be required to submit samples of Standard County colors before award. All paint products should be Top of the Line premium paints. Contractor or Middle of the Line products is not acceptable. Facilities management will determine if paints offered are of premium quality.

Standards for Paint

Interior Flat	APG STANDARD VOC LIMIT = 50g/L
Interior Semi gloss	APG STANDARD VOC LIMIT = 150 g/L
Interior Gloss	APG STANDARD VOC LIMIT = 150g/L
Exterior Flat	APG STANDARD VOC LIMIT = 100g/L
Exterior Semi gloss	APG STANDARD VOC LIMIT = 200g/L
Exterior Gloss	APG STANDARD VOC LIMIT = 200g/L
Anticorrosive	APG STANDARD VOC LIMIT = 250g/L

**Prohibited Materials**

Inorganic Materials:		
Antimony	Hexavalent Chromium	Mercury
Cadmium	Lead	

Organic Compounds:		
1,11-trichloroethane	Di-n-butyl phthalate	Methyl ethyl ketone
1,2-dichlorobenzene	Di-n-octyl phthalate	Methyl isobutyl ketone
Acrolein	Diethyl phthalate	Methylene chloride
Acrylonitrile	Dimethyl phthalate	Naphthalene
Benzene	Ethylbenzene	Toluene (methylbenzene)
Butyl benzyl phthalate	Formaldehyde	Vinyl chloride
Di (2-ethylhexyl) phthalate	Isophorone	

FYI

During the course of the quote Lee County will have certain expectations of the awarded vendor regarding customer service. Be aware that the county will require technical support and representative support. Additionally, the county expects the vendor be able to have color matching capabilities and to maintain adequate stocking levels.

In order to better evaluate your submitted quote Lee County would like to know how long you have been in business in the county. Also, the locations of your stores throughout the county would be beneficial. In order to get this information you will find in the specification **Attachment B** which you will required to complete and return along with the price proposal page.

BASIS OF AWARD

Vendors are encouraged to quote on all products within a section. Preference may be given to vendors who quote all products within a section. The award will be made to the low quoter per section meeting specifications, or overall low quoter meeting specifications, whichever is in the best interest of Lee County.

SUMMARY REPORTS

The awarded vendor(s) shall be responsible for furnishing a summary report to Purchasing at the end of each six-month period of the quote. This report shall include a six-month history, showing at a minimum, the following information:

Total dollar value of products purchased  
Total quantity of each product purchased

INSURANCE (Guide B)

Insurance shall be provided, per the attached insurance guide (Guide B), prior to award.

DOLLAR VOLUME

Lee County's expenditure for architectural paint and painting supplies, for the prior fiscal year was approximately \$68,000. This amount is given for vendors' information only, and no minimum is guaranteed or implied.

MINIMUM ORDER QUANTITIES

Lee County requires that your firm have no minimum order amount for customer pick up. Lee County also desires that your firm also have no minimum order amount per request, for delivery. On the price page specify what, if any, minimum order amount your firm would require for delivery.

DELIVERY REQUIREMENTS

When delivery is requested, FOB delivery, to Lee County locations, as directed will be required.

BACKORDERS

Backorders must be held to a minimum. It is desired that backordered items be shipped within no more than 10 days of original order.

ATTACHMENT A

Attachment A contains a list of the items to be quoted.



PRICE INCREASES

If the awarded vendor experiences a major price increase from suppliers for items in this quotation, the vendor may submit a written request to increase pricing. All information necessary to review and analyze the request must be submitted to Lee County Purchasing. Lee County shall have the right to grant the price increase, or requote, at the County's sole discretion.

WARRANTIES

The awarded vendor shall offer and honor all manufacturer stated warranties.

LOCAL BIDDER'S PREFERENCE

Note: In order for your firm to be considered for the local vendor preference, you must complete and return the attached "Local Vendor Preference Questionnaire" with your quotation.

The Lee County Local Bidder's Preference Ordinance No. 00-10 is being included as part of the award process for this project. As such, Lee County at its sole discretion may choose to award a preference to any qualified "Local Contractor/Vendor" in an amount not to exceed 3 % of the total amount quoted by that firm.

"Local Contractor / Vendor" shall mean: a) any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee County, Florida; or b) any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive five (5) years, and that has the personnel, equipment and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods.

The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and fitness of all persons, firms, partnerships, companies or corporations submitting formal bids or formal quotes in any procurement for goods or services when making an award in the best interests of the County.

ATTACHMENT A

SECTION A INTERIOR PAINTS

<u>TYPE PAINT</u>	<u>COST/QT.</u>	<u>COST/GAL.</u>	<u>COST/5GAL PAIL</u>
1. INTERIOR FLAT	\$ _____	\$ _____	\$ _____
2. INTERIOR SEMIGLOSS	\$ _____	\$ _____	\$ _____
3. INTERIOR GLOSS	\$ _____	\$ _____	\$ _____
4. INTERIOR SATIN	\$ _____	\$ _____	\$ _____
5. INTERIOR EGGSHELL	\$ _____	\$ _____	\$ _____
<b>SECTION A TOTALS</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

SECTION B EXTERIOR PAINTS

<u>TYPE PAINT</u>	<u>COST/QT.</u>	<u>COST/GAL.</u>	<u>COST/5GAL PAIL</u>
1. EXTERIOR FLAT	\$ _____	\$ _____	\$ _____
2. EXTERIOR SEMIGLOSS	\$ _____	\$ _____	\$ _____
3. EXTERIOR GLOSS	\$ _____	\$ _____	\$ _____
4. EXTERIOR SATIN	\$ _____	\$ _____	\$ _____
<b>SECTION B TOTALS</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

SECTION C METAL PAINT

<u>TYPE PAINT</u>	<u>COST/QT.</u>	<u>COST/GAL.</u>	<u>COST/5GAL PAIL</u>
1. ANTICORROSIVE	\$ _____	\$ _____	\$ _____
<b>SECTION C TOTALS</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

**SECTION D MISCELLANEOUS PRODUCTS**

<u>PRODUCT TYPE</u>	<u>COST/GAL</u>	<u>COST/5GAL PAIL</u>
1. Low odor interior eggshell, and Semi-gloss (EXAMPLES: Health Spec or Lifemaster)	\$ _____	\$ _____
2. Anvil Floor Coatings: Acrylic	\$ _____	\$ _____
Alkyd	\$ _____	\$ _____
3. DTM Acrylic Coating	\$ _____	\$ _____
4. Elastomeric Coating	\$ _____	\$ _____
5. Latex Conditioner, Clear and Pigmented (EXAMPLES:Loxon OR Aqua seal)	\$ _____	\$ _____
6. Hr Solids Waterbourne Floor Epoxy	\$ _____	\$ _____
7. Traffic Marking Paint		
Alkyd (Oil)Red	\$ _____	\$ _____
Yellow	\$ _____	\$ _____
Blue	\$ _____	\$ _____
Waterbourne: Red	\$ _____	\$ _____
Yellow	\$ _____	\$ _____
Blue	\$ _____	\$ _____
8. Stain Killing Primer (Kilz, Zinzer 123)	\$ _____	\$ _____
9. Minwax Polycrylic	\$ _____	\$ _____
10. Aluminum Mastics	\$ _____	\$ _____
11. H & C Concrete Stain: Oil	\$ _____	\$ _____
Waterbourne	\$ _____	\$ _____
12. Silicone Alkyd	\$ _____	\$ _____
13. Zinc Rich Primer	\$ _____	\$ _____
14. Universal Rust Inhibitive Quick Drying Primer	\$ _____	\$ _____

15. Aliphatic Polyurethane (White)	\$ _____	\$ _____
16. Clear Lacquer Sanding Sealer (Spray Grade Only)	\$ _____	\$ _____
17. Clear Lacquer Gloss (Spray Grade Only)	\$ _____	\$ _____
18. Solvents: Xylene	\$ _____	\$ _____
Mineral Spirits	\$ _____	\$ _____
Laquer Thinner	\$ _____	\$ _____
Denatured Alcohol	\$ _____	\$ _____
Paint Thinners	\$ _____	\$ _____
<b>SECTION D TOTALS</b>	<b>\$ _____</b>	<b>\$ _____</b>

**SECTION E ADDITIONAL MISC. PRODUCTS**

<u>PRODUCT TYPE</u>	<u>COST/QT.</u>	<u>COST/GAL.</u>
19. Minwax Stain	\$ _____	\$ _____
20. Exterior Polyurethane Varnish	\$ _____	\$ _____
21. Potable Water Epoxy (Colors white & light blue) ANSI/NSF 61 Hi-Solid Catalyzed Epoxy (Note that this product is sold in a 5 Gal. Kit)	\$ _____	\$ _____
<b>SECTION E TOTALS</b>	<b>\$ _____</b>	<b>\$ _____</b>

**SECTION F SUNDRIES  
(ROLLER COVERS, BRUSHES, SPRAY TIPS ETC.)**

In this section rather than list all the various sundry type items we are asking for a straight percentage discount.

\_\_\_\_\_ % Discount offered by your firm for sundry items.

**GUIDE "B"**

**INSURANCE REQUIREMENTS FOR PRODUCTS**

Your certificate of insurance must meet the following requirements

**Requirement #1:** The Lee County Board of County Commissioners shall be added as an additional insured on the comprehensive general liability policy.

**Requirement #2:** Certificate holder shall be listed as follows:

**Lee County Board of County Commissioners  
C/O Lee County Purchasing  
P.O. Box 398  
Fort Myers, FL 33902**

**Requirement #3:** Each policy shall provide a 30 day notification clause in the event of cancellation, non-renewal or adverse change.

This Standard Insurance Language is to be utilized for Contracts, or Agreements meeting these circumstances. Certain conditions and/or exposures may not relieve or limit the liability of the vendor. These requirements may not be sufficient or adequate to protect the vendor's interests or liabilities, but are merely minimums.

Circumstances

Project is for vendors providing a tangible product, and not labor, such as, but not limited to, hardware, supplies, and other merchandise.

Worker's Compensation

Does not apply.

Commercial General Liability

Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:

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

Business Automobile Liability

If the vendor indicates on the price page that vehicles other than their own (common carrier) will be used for delivery, then the following Automobile Liability will not be required.

Coverage shall apply to owned vehicles and/or hired and non-owned vehicles and employee non-ownership use with minimum limits of:

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

Certificate of Insurance

An original hand signed certificate shall be on file with and approved by the Lee County Risk Management Office prior to the commencement of any work activities.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be on file with Risk Management at least 15 days prior to the expiration date.

Revised 10/18/00

**ATTACHMENT B**

**\*INDICATE THE NUMBER OF YEARS YOUR BUSINESS HAS BEEN IN LEE COUNTY. \_\_\_\_\_ YEARS**

**LIST THE STORE LOCATIONS WITHIN LEE COUNTY:**

1. \_\_\_\_\_

4. \_\_\_\_\_

2. \_\_\_\_\_

5. \_\_\_\_\_

3. \_\_\_\_\_

6. \_\_\_\_\_

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

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

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

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

---

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

---

**PART B: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS NOT LOCATED WITHIN LEE COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN LEE COUNTY (Please complete this section.)**

**1. How many employees are available to service this contract?**

---

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

---

---



LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

---

---

---

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

Yes \_\_\_\_\_

No \_\_\_\_\_

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

---

---

---

---

---

---

# ATTACHMENT 3

## LEE COUNTY VENDOR COMPLAINT REPORT

VENDOR: Scott Paint Co.  
 ADDRESS: 11751 Metro Pkwy  
 CITY: Ft. Myers, Fla, 33912  
 PHONE: 278-4101  
 DATE: 6-3-03  
 CONTACT: Lee Goossen

DEPARTMENT: Fac. Manag.  
 COMPLAINANT'S NAME: Mike Carstensen  
 COMPLAINANT'S TITLE: Trades Supervisor  
 COMPLAINANT'S PHONE: 338-3364  
 QUOTE #: Q-020573 DATE: 11-11-02  
 QUOTE TITLE: Green Paint

### NATURE OF COMPLAINT

- |                                     |    |                                      |                          |    |   |
|-------------------------------------|----|--------------------------------------|--------------------------|----|---|
| <input type="checkbox"/>            | 01 | Late Delivery                        | <input type="checkbox"/> | 10 | Goods Delivered Damaged                   |
| <input type="checkbox"/>            | 02 | Unauthorized Substitute              | <input type="checkbox"/> | 11 | Request to Cancel Due to Bi Error         |
| <input checked="" type="checkbox"/> | 03 | Poor Quality                         | <input type="checkbox"/> | 12 | Problem with Vendor Person                |
| <input type="checkbox"/>            | 04 | Failure to Respond to Letter or Call | <input type="checkbox"/> | 13 | Failure to Replace Damaged Go             |
| <input type="checkbox"/>            | 05 | Poor Service                         | <input type="checkbox"/> | 14 | Repair Parts Not Available                |
| <input type="checkbox"/>            | 06 | Failure to Respond to Service Call   | <input type="checkbox"/> | 15 | Poor Workmanship                          |
| <input checked="" type="checkbox"/> | 07 | Incorrect Items Delivered            | <input type="checkbox"/> | 16 | Failure to Provide Warranty Manuals, etc. |
| <input type="checkbox"/>            | 08 | Failure to Meet Specifications       | <input type="checkbox"/> | 17 | Short Weight or Overshipmen               |
| <input type="checkbox"/>            | 09 | Failure to Identify Shipment         |                          |    |   |

DETAILS OF COMPLAINT: (Attach additional pages if necessary)

Two types of exterior paint that they quoted us are contractor grade, not premium like contract asked for. They also did not include a deep tint base in their exterior bid.

ACTION TAKEN BY BUYER: (Attach additional pages if necessary)

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Has complaint been resolved?  Yes  No

Date resolved: \_\_\_\_\_

OUTCOME: (Attach additional pages if necessary)

ATTACHMENT - 4

**SCOTT  
PAINT**

June 9, 2003

Mr. Chris Jeffcoat  
Lee County Board of County Commissioners  
Division of Purchasing  
3434 Hancock Bridge Parkway, Suite 307  
North Fort Myers, Florida 33903

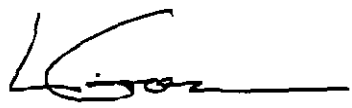
RE: PROJECT NO.: Q-020573  
"Architectural "Green" Paint (Low VOC) and Paint Related Products  
for Facilities Management"

Dear Chris,

By this letter, Scott Paint Company requests to withdraw the bid submitted for Section B "EXTERIOR PAINTS" on the above referenced quotation. We are unable to provide all products in this section in compliance with the VOC limits outlined in the bid documents in our top-of-the-line products.

All products in Section A "INTERIOR PAINTS" are in compliance with the VOC limits outlined in the bid documents, and the prices quoted are for Scott Paint's top-of-the-line interior products. Scott Paint will provide all colors (accent included) at the originally quoted prices.

Sincerely,



Lee Goossen  
Technical Sales Representative  
Scott Paint Company  
11751 Metro Parkway  
Fort Myers, FL 33912  
(239) 278-4101

LG/mp

 **Dulux Paint Centers**

A111 5

June 11, 2003

Mr. Chris Jeffcoat  
Lee County Purchasing  
P.O. Box 2238  
Ft. Myers, Florida, 33902

RE: Quotation Number - Q-020573

Mr. Jeffcoat:

This is to confirm, regarding our conversation on the above mentioned quotation, that ICI Dulux Paints accepts part B of said quote. ICI accepts the terms and conditions pertaining to said quote and confirms the quoted prices to be accurate.

Should you have any questions regarding the ICI quote, please call (239) 936-3059. Thank you.

Sincerely,



Colin Barrs  
Sales Representative

# ATTACHMENT 6

**From:** Richard Beck  
**To:** Jeffcoat, Christopher  
**Date:** 6/11/03 1:49PM  
**Subject:** Scott Paint

Chris, after talking to Mike Carstensen I agree that Scott Paint does not meet the intent of the bid as it was presented. Please resubmitt another bluesheet to the Board for the next vendor Gliden. Rich