

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

Blue Sheet No. 20020838

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the award of **Formal Request for Quotation No.: Q-020480 Quicklime, Bulk and Hydrated Lime, Annual Purchase** for the Lee County Utilities Division to the low quoter meeting specifications, Chemical Lime Company of Alabama, Inc. for the unit prices listed on the attached Lee County Tabulation Sheet. Funding will come from the individual department or division's budget whom will be responsible for monitoring their individual expenditures.

Term of this quotation shall be in effect for one (1) year, or until new quotes are taken and awarded. Also, request authority to renew this quote for three (3) additional one-year periods at the same terms and conditions if in the best interest of Lee County.

WHY ACTION IS NECESSARY:

The expenditures for this product necessitates the use of a formal written quotation as outlined within the Lee County Purchasing and Payment Procedures Manual, Section 9.

WHAT ACTION ACCOMPLISHES:

Establishes competitive prices for the purchase of these products to be utilized on an as needed, when needed basis for Lee County Utilities.

2. DEPARTMENTAL CATEGORY: 10

COMMISSION DISTRICT # CW

C 10 G

3. MEETING DATE:

8-6-02

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:
(Specify)

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

6. REQUESTOR OF INFORMATION:

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

BY: Rick Diaz, Director

[Signature]
7/18/02

7. BACKGROUND:

On June 18, 2002, the Division of Purchasing received sealed quotations. On that date, four (4) responses were received; one was a 'No Bid'. The quotations have been thoroughly reviewed and a recommendation is being made to award the quotation to the low quoter meeting specifications, Chemical Lime Company of Alabama, Inc. for the unit prices listed on the attached Lee County Tabulation Sheet. Term of this quotation shall be in effect for one (1) year, or until new quotes are taken and awarded. Also, request authority to renew this quote for three (3) additional one-year periods at the same terms and conditions if in the best interest of Lee County. Anticipated expenditures are estimated at \$550,000.00 annually.

ATTACHMENTS:

- (1) Tabulation Sheet
- (2) Specifications
- (3) Awarded Vendor's Submitted Quotation
- (4) Department Recommendation

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>[Signature]</i> D. Lavender Date: 7-19-02	<i>[Signature]</i> Date: 7-19-02	N/A	N/A	<i>[Signature]</i> D. Owen Date: 7/24/02	OA <i>[Signature]</i> 7/22/02	OM <i>[Signature]</i> 7/22/02	Risk <i>[Signature]</i> 7/23	GC <i>[Signature]</i> 7/23	<i>[Signature]</i> D. Lavender Date: 7-19-02

10. COMMISSION ACTION:

- APPROVED**
- DENIED**
- DEFERRED**
- OTHER**

RECEIVED BY
COUNTY ADMIN. *00*
7-22-02
10:15 am
COUNTY ADMIN.
FORWARDED TO:
7/23 200

REC'D 7/19/02
by CO. ATTY.
3:05 pm
CO. ATTY: *[Signature]*
FORWARDED TO:
[Signature]
10:15 am

FORMAL QUOTATION #Q-020480		LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: 06/18/02		FOR			
BUYER: CHERI ALEXANDER		ANNUAL PURCHASE OF QUICKLIME, BULK AND HYDRATED LIME			
VENDORS	Carmeuse Lime & Stone	Greer Lime Co.	Chemical Lime Co of Alabama		
COMMODITY CODE 88578					
1. Quicklime, Bulk (Powder to 3/8")- Specify product name	Longview	Pebble Lime	Small Pebble		
Price per ton	\$120.51	\$175.80**	\$112.89****		
Price per 50# bags	NA	blank	NA		
COMMODITY CODE 75095					
2. Lime, Hydrated -Specify product name	Longview	Hydrated Lime	Bulk Hydrate		
Price per lb.	\$143.35/ton**	\$.0929**	\$142.28/ton***		
Price per 50# bags	\$191.24*	\$5.77**	\$4.15***		
Deliver within calendar days	1 to 2	2	2		
Deliver with own vehicle	No	No	No		
Local vendor preference	No	No	No		
Session dates, times and course outline submittals	No	No	N/A		
Modifications	Yes	No	Yes		
Signature	Yes	Yes	Yes		
NO BIDS	Analysis different Minimum shipment	Minimum shipment	Min. shipments, tons		
Kemiron Companies					
* 22.50 ton min					
** 22 ton min.freight charges					
*** 24 ton min.					
**** 25 ton min					
POSTING TIME/DATE					
FROM: /					
UNTIL: /					
BY:					

ATTACHMENT 1

ATTACHMENT 2



LEE COUNTY
SOUTH WEST FLORIDA

PROJECT NO.: Q-020480

OPEN DATE: JUNE 18, 2002

AND TIME: 2:30 P.M.

PRE-BID DATE: JUNE 6, 2002

AND TIME: 9:00 A.M.

LOCATION: LEE COUNTY PURCHASING

REQUEST FOR QUOTATIONS

TITLE:

QUICKLIME, BULK AND HYDRATED LIME,
ANNUAL PURCHASE OF

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING
3434 HANCOCK BRIDGE PKWY, 3RD FLOOR
P.O. BOX 398
FORT MYERS, FL 33902-0398

BUYER: CHERI ALEXANDER, C.P.M., CPPB
PURCHASING AGENT
PHONE NO.: (239) 689-7385

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, statues, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

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

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.

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

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

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

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

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

11. **PUBLIC ENTITY CRIME**

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

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

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

13. **MATERIAL SAFETY DATA SHEETS**

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

14. **MISCELLANEOUS**

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

15. **WAIVER OF CLAIMS**

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

16. **AUTHORITY TO PIGGYBACK**

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

17. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

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

c) **Disadvantaged Business Enterprises**

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

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

d) **Anti-Discrimination**

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

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

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

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

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

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

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

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

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

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

18. **AUDITABLE RECORDS**

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

19. **DRUG FREE WORKPLACE**

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

20. **REQUIRED SUBMITTALS**

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

21. **TERMINATION**

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

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

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

22. **CONFIDENTIALITY**

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

23. ANTI-LOBBYING CLAUSE

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are *not* to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

24. INSURANCE (AS APPLICABLE)

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

**LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR THE ANNUAL PURCHASE OF
QUICKLIME, BULK AND HYDRATED LIME**

DATE SUBMITTED: _____

VENDOR NAME: _____

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

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

The undersigned acknowledges receipt of Addenda numbers: _____

<u>Item No.</u>	<u>Lee County Commodity Code</u>	<u>Description</u>	<u>Cost/Price</u>
1.	88578	QUICKLIME, Bulk (Powder to 3/8")	
		Specify product name : _____	\$ _____ /ton
		Specify product name : _____	\$ _____ /50# bags
2.	75095	LIME, HYDRATED	
		Specify product name : _____	\$ _____ /lb.
		Specify product name : _____	\$ _____ /50# bags

To Be Delivered Within _____ Calendar Days After Receipt Of Award And Purchase Order.

Will You Deliver With Your Own Vehicles As Opposed To Common Carrier? Yes _____ No _____

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.

Session dates, times and course outline submittals attached? Yes _____ No _____

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.: _____

24-HOUR EMERGENCY NUMBER: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: _____

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR THE ANNUAL PURCHASE OF
QUICKLIME, BULK AND HYDRATED LIME**

SCOPE

The purpose of this quotation is to solicit prospective bidders to furnish and deliver quicklime and hydrated lime on an annual basis for use at Lee County Utilities.

TERM OF QUOTE

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

DELIVERY REQUIREMENTS

Quotes are to be based on firm prices delivered F.O.B., as directed to the locations specified herein, Lee County, Florida.

If any product is spilled during the offloading process it will be the truck driver's responsibility to clean it up. If the driver does not clean up a spill, the vendor shall reimburse Lee County for all costs incurred for the clean up. Each shipment shall carry a bill of lading identifying the weight of the contents, manufacturer's name, brand name-if any, and list the percentage of content in the material. In addition, an analysis of material shall accompany the shipment guaranteeing the percentage is accurate, as applicable.

It is the intent of Lee County to purchase water and wastewater treatment chemicals on an as required basis. Any water or wastewater system that Lee County Utilities acquires through contract operations or direct purchase shall receive the same price structure.

BASIS OF AWARD

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

The basis of award may be per item, per product, or overall low quoter meeting specifications. Lee County reserves the right to award this quote which best serves the interest of Lee County; i.e.: to a single vendor, or to multiple vendors at Lee County's sole discretion.

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

MINIMUM ORDER QUANTITIES

On the Proposal Quote Form vendors must specify the minimum order quantity their firm requires for delivery. If Lee County requires less than the minimum order quantity stated by the awarded vendors on the Proposal Quote Form, Lee County reserves the right to purchase the material elsewhere.

PRICE ESCALATION/DE-ESCALATION

Offers are submitted with the understanding that no price increases will be authorized for 365 calendar days after the effective date of the contract. Upward price adjustments may be permitted only at the end of this period and each 30-day period thereafter and only where verified to the satisfaction of the Division of Purchasing Services as provided herein. **However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the County.**

The awarded vendor(s) shall not give less than 30 days advance written notice of a price increase to the Division of Purchasing Services. Any approved price change will be effective only at the beginning of the calendar month following the end of the full 30-day notification period. The vendor shall document the amount and proposed effective date of the change in price. The price change must affect all accounts serviced by the vendor. Documentation shall be supplied with vendor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the County; and (2) verify the amount or percentage of increase which is being passed on to the vendor by others not under the control of the vendor. Failure by the vendor to supply the aforementioned verification with the request for price increase will result in delay of the effective date of such increase. The Division of Purchasing Services may make such verification as deemed adequate. However, an increase, which the Division of Purchasing Services determines is excessive, regardless of any documentation supplied by the vendor, may be cause for cancellation of the contract by the Division of Purchasing Services. The Division of Purchasing Services will notify using agencies and vendor in writing of the effective date of any increase which is approved. However, the Vendor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Vendor is further advised that price decreases which affect the cost of materials, labor, and transportation are required to be passed on to the County immediately. Failure to do so will result in action to recoup such amounts.

QUANTITY PRICE BREAKS

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

DESIGNATED CONTACT

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

CONTRACT

A purchase order will serve as the contract.

FUEL PRICE ADJUSTMENT

There will be no fuel price adjustments or surcharges for this contract.

BID SUBMITTAL AND EVALUATION

The Bidder shall state, in his proposal, the name of the manufacturer of the product the bidder intends to supply.

The Bidder shall supply a listing of current customers, using the product bid, in the potable water or wastewater treatment industry, with the bid submittal. All Florida utilities treating surface water with the product bid must be included.

The bidder shall supply a certified analysis of the product bid, from an independent, State of Florida certified water laboratory with the bid submittal. Included with the sample analysis shall be the date collected of the sample, the manufacturing plant name and location, the batch or product lot number, the raw materials or feedstock used in the production of the batch, and a signature and name of the corporate officer certifying the authenticity of the sample.

The bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, and National Response Center notifications ("safety incidents") for all chemicals it delivers or manufacturers for the past five (5) years.

Additionally, each bidder shall provide the names of any customers where its contract was terminated early (e.g., debarred) for either safety, quality or service issues for any product it supplies over the past five (5) years.

Failure to disclose references, terminations, or safety incidents will result in rejection of bid.

ADDITIONAL REQUIREMENTS

Vendors must provide MSDS sheets for all products to be provided, prior to startup of this contract.

Vendors agree to conform to any and all State and Federal regulations pertaining to chemicals, and to assist Lee County in doing so (Chapter 442 F.S.).

SUMMARY REPORTS

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

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

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.

MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

TECHNICAL SPECIFICATIONS

1. QUICKLIME

A. Description - AWWA B202-83

A white, dry, free-flowing material, ranging in size from granular to pebble, along with various smaller size fines of calcium oxide, in a homogeneous mixture.

B. Physical Properties

1. Appearance - white, free flowing powder/pebble mix
2. Bulk density - 65-lb./cu ft.
3. CaO Content - at least 90%.
4. Size - pebble material according to AWWA standard B-202, Section 2.2.1.1 ranging in size from powder to 3/8".
5. Insoluble matter - not to exceed 5%.
6. Not more than 5% of the fines shall pass a No. 100 U. S. Standard sieve and none will be retained on a 3/4" sieve.
7. The material will have sufficient free flowing characteristics to prevent bridging in the storage silo at the water plant. If the material is found to bridge excessively in storage, this will be sufficient cause to cancel the contract and award the contract to the next lowest vendor.
8. The vendor will adjust pricing or issue credits or refunds if it is discovered that an unusual amount of foreign material is produced by the normal use of this material. The vendor will also be responsible for any equipment damage (including parts and labor) resulting from foreign materials introduced to the lime feed system with the quicklime.

C. Packaging

The quicklime shall be delivered in bulk, by a hopper truck that can be unloaded pneumatically, or in 50# bags at the designated plant storage facilities.

D. Delivery Location(s)

Olga Water Treatment Plant
1450 Werner Drive
Alva, FL 33920

College Parkway Water Treatment Plant
7401 College Parkway
Fort Myers, FL 33907

Corkscrew Water Treatment Plant
16101 Alico Road
Fort Myers, FL 33913

Waterway Estates Water Treatment Plant
4271 St. Clair Ave. W.
N. Fort Myers, FL 33903

Green Meadows Water Treatment Plant
13001 Alico Road
Fort Myers Beach, FL 33913

E. Safety

The supplier's truck must be equipped to safely handle and unload quicklime.

The supplier will also be required to provide, at no additional cost to the County, two 4 hour training sessions at the County's facility each year that meet the federal and state safety and right to know training requirements. The education and instruction of the County's operations personnel shall be by a qualified instructor familiar with the safe handling practices associated with quicklime. Session dates, times and course outlines shall be submitted by the supplier, as part of their bid package and approved by the County. The supplier shall be required to provide a letter certifying that the course outline meets the requirements listed above. Failure to provide this service will be considered a default of the contract.

F. Amount

Estimated usage – Lee County: 9,020,191 lbs.

G. Delivery

Shipments will be FOB Destination, and received between the hours of 8:00AM and 4:00PM, Monday through Friday, within two (2) working days after verbal receipt of the order from Lee County Utilities.

Order quantity – Minimum qty. is 12 tons; Maximum qty. is 26 tons

H. Prospective Bidder

Prospective bidders shall supply a complete analysis and a representative sample of their product for independent verification to the County, prior to the award of the contract. The analysis shall include a sieve analysis showing the percent captured on each size sieve, ranging from a 3/4" sieve to a #200 sieve. There will also be an analysis presented, showing the available calcium oxide content, slaking time, temperature rise, and insoluble matter content. All analyses shall be done in accordance with AWWA Spec B-202 (latest edition).

I. Quality Testing

The basis for rejection or re-testing shall be the failure of the lime to produce a 50°F rise in temperature after three (3) minutes of slaking. This can be done by the operator on each truckload delivered.

2. HYDRATED LIME

A. Description - AWWA B202-88

A very finely divided powder resulting from the hydration of quicklime with enough water to satisfy its chemical affinity. Consists of calcium hydroxide or a mixture of calcium hydroxide and magnesium hydroxide; 68% calcium oxide, not less than 62%.

B. Physical Properties

Consists of calcium hydroxide or a mixture of calcium hydroxide and magnesium hydroxide; 68% calcium oxide, not less than 62%.

C. Packaging

The quicklime shall be delivered in bulk, by a hopper truck that can be unloaded pneumatically, or in 50# bags at the designated plant storage facilities.

D. Delivery Location(s)

Waterway Estates Wastewater Treatment Plant
1667 Inlet Drive
N. Fort Myers, FL 33903

E. Safety

The supplier's truck must be equipped to safely handle and unload quicklime.

The supplier will also be required to provide, at no additional cost to the County, two 4 hour training sessions at the County's facility each year that meet the federal and state safety and right to know training requirements. The education and instruction of the County's operations personnel shall be by a qualified instructor familiar with the safe handling practices associated with quicklime. Session dates, times and course outlines shall be submitted by the supplier, as part of their bid package and approved by the County. The supplier shall be required to provide a letter certifying that the course outline meets the requirements listed above. Failure to provide this service will be considered a default of the contract.

F. Amount

Estimated usage – Lee County: 50 tons annually

G. Delivery

Shipments will be FOB Destination, and received between the hours of **8:00AM and 4:00PM, Monday through Friday**, within two (2) working days after verbal receipt of the order from Lee County Utilities.

Order Quantity – full load each order

H. Prospective Bidder

Prospective bidders shall supply a complete analysis and a representative sample of their product for independent verification to the County, prior to the award of the contract. The analysis shall include a sieve analysis showing the percent captured on each size sieve, ranging from a 3/4" sieve to a #200 sieve. There will also be an analysis presented, showing the available calcium oxide content, slaking time, temperature rise, and insoluble matter content. All analyses shall be done in accordance with AWWA Spec B-202 (latest edition).

I. Quality Testing

The basis for rejection or re-testing shall be the failure of the lime to produce a 50°F rise in temperature after three (3) minutes of slaking. This can be done by the operator on each truckload delivered.

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

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

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

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

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

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

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

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

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.

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 premised 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 3

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR THE ANNUAL PURCHASE OF
QUICKLIME, BULK AND HYDRATED LIME

DATE SUBMITTED: June 14, 2002

VENDOR NAME: Chemical Lime Company of Alabama, Inc.

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

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

The undersigned acknowledges receipt of Addenda numbers: NA

Item No.	Lee County Commodity Code	Description	Cost/Price
1.	88578	QUICKLIME, Bulk (Powder to 3/8") Specify product name: <u>Small Pebble</u> Specify product name: <u>NA</u> * (25 ton minimum shipment)	\$ <u>112.89</u> /ton * \$ <u>NA</u> /50# bags
2.	75095	LIME, HYDRATED Specify product name: <u>Bulk Hydrate</u> Specify product name: <u>Bag Hydrate</u> * (24 ton minimum shipment)	\$ <u>142.28</u> / X per ton * \$ <u>4.15</u> /50# bags *

To Be Delivered Within 2 Calendar Days After Receipt Of Award And Purchase Order.

Will You Deliver With Your Own Vehicles As Opposed To Common Carrier? Yes _____ No X

Is your firm interested in being considered for the Local Vendor Preference?
Yes _____ No X

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

Session dates, times and course outline submittals attached? Yes _____ No NA

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 X 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:

- Minimum shipments for quicklime - 25 tons
- Minimum shipments for hydrated lime - 24 tons
- Price for bulk hydrated lime quoted in tons


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 Chemical Lime Company of Alabama, Inc.

BY (Printed): John L. Thompson

BY (Signature): 

TITLE: Florida Manager

FEDERAL ID # OR S.S.# 63-1002780

ADDRESS: P.O. Box 1137

Mulberry, Florida 33860

PHONE NO.: 863-425-1544

FAX NO.: 863-425-0686

CELLULAR PHONE/PAGER NO.: 863-698-2483

24-HOUR EMERGENCY NUMBER: 863-425-1544

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: NA

E-MAIL ADDRESS: John.Thompson@chemicallime.com

MARSH USA INC

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
HOU-000292470-01

PRODUCER
MARSH USA INC
2100 THANKSGIVING TOWER
1601 ELM STREET
DALLAS TX 75201
CONTACT: (214) 849-5058 SALLY DAVIS
344191--01/02 AL BIRMIN AL

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

- COMPANY
A CONTINENTAL CASUALTY CO
- COMPANY
B N/A
- COMPANY
C N/A
- COMPANY
D N/A

INSURED
CHEMICAL LIME COMPANY
PO BOX 1137
MULBERRY, FL 33813

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below. THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GL 194323341	10/01/01	10/01/02	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COM/OP AGG \$ 3,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNERS & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 500,000
					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY	BUA 1 04323386	10/01/01	10/01/02	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	BUA 1 04323419 TX	10/01/01	10/01/02	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				WC STATUTORY LIMITS OTHER \$
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$
	<input type="checkbox"/> OTHER				EL DISEASE-POLICY LIMIT \$
					EL DISEASE-EACH EMPLOYEE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS) WHERE REQUIRED BY WRITTEN CONTRACT, THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS ARE INCLUDED AS AN ADDITIONAL INSURED (EXCEPT ON WORKERS COMP) AS RESPECTS THE OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER
LEE COUNTY BOARD OF COUNTY COMMISSIONERS
C/O LEE COUNTY PURCHASING
PO BOX 398
FORT MYERS, FL 33902

CANCELLATION
SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

MARSH USA INC.
BY: Rex Cook *Rex Cook*
MM 1 (9/99) 7 VALID, AS OF: 08/13/02

Chemical Lime Company

BIDDERS QUALIFICATIONS

May 14, 2002

Experience and Training:

Chemical Lime Company has been a leading producer and distributor of commercial lime products in Florida and the US for over 60 years. Chemical Lime Company is the principal vendor of lime for municipal water treatment in Florida. Chemical Lime Company products meet the requirements of ANSI/AWWA B202-93. Chemical Lime maintains a technical representative in Florida with backup provided by a complete wet chemistry QA lab at the site of the Alabama Operations and at the corporate headquarter location in Forth Worth, Texas.

References:

The City of Boynton Beach; current contract; Ms. Karen Riseley @ 561-742-6322
The City of Tamarac; current contract; Ms. Anne Lodato @ 954-724-2443
Collier County Government; current contract; Ms. Lyn Wood @ 941-732-2667
The City of Jupiter; current contract; Mr. Jon Parsons @ 561-746-5134

Facilities and Equipment:

O'Neal Quarry, O'neal Alabama – Producing chemical grade limestone for lime manufacture.

Lime Manufacturing Plants – Four in Alabama, two in Virginia.

Florida Distribution Facilities – Rail to truck terminal facilities in Fort Lauderdale, Nichols, and Lakeland, Florida. Additional inventory at Brooksville, Florida (Hydrated Lime Plant).

Florida Order Center and Technical Services:

Nichols, Florida Sales Office: John L. Thompson, Elizabeth A. Hart @ 863-425-1544, Fax 863-425-0686. Service is available at this number on a 24 hour/7 day per week basis, including holidays.

Chemical Lime Company
Florida Operations
PO Box 1137
Mulberry, Florida 33860
800-695-5657
863-425-1544
863-425-0686 Fax

Florida Manager: John L. Thompson
863-698-2483 Nextel
863-709-9545 Home
john.thompson@chemicallime.com

Nichols Terminal (Mulberry Address)

Terminal Manger: Chris Tucker 863-425-1727(H)
863-698-2481 Nextel

Sales Coordinator: Elizabeth Hart 863-712-0603 Cell
863-619-2423 (H)

Brooksville Hydrated Lime Plant:

PO Box 10448
Brooksville, Florida
352-540-6107 or
352-540-6109
352-540-9424 Fax
Plant Manager: Willie Waddy
352-650-8372 Cell 352-412-8122 Pager #
352-688-1899 Unlisted Home #
Lead Man: Lerner Williams 352-412-6001 Pager # 352-540-4890 (H)

Fort Lauderdale Terminal:

McNab Road
Fort Lauderdale, Florida
33999
954-975-0201
954-975-0255 Fax
Terminal Manager: Preston Rackard
954-975-0201 Office.
158*21*14925 Nextel Calling Code
Lime Manager: Henry Nelson
954-975-9875
954-975-9876 Fax
305-609-0280 Cell 305-620-8292 If no answer on cell

Commercial Carrier Dispatch

Mulberry: 863-428-0500 Weekend On Call Number – 863-559-7029
John Johnson 863-635-6067 Home 863-559-5367 Cell
Brooksville: 800-342-4019 or 352-796-5145 Sonny 352-793-6267 Home
if no answer: Debbie Tally 352-279-8580 cell.
Pompano: 954-970-0442 or 800-331-1042

Walpole 1-800-741-6800
813-623-1702
800-741-1609 On Call Number

Safety Policy for Delivering Lime
February 12, 2002

Chemical Lime Company uses Commercial Carrier Corporation to deliver lime products to its customers in Florida. Commercial Carrier Corporation conducts a formal driver training program wherein drivers are trained in techniques for loading and delivering lime products in Florida.

Current Policy:

- Drivers are trained in the properties of lime and related safety measures for treating exposure-before they make their initial delivery.
- Drivers are instructed to wear safety glasses, hardhat while discharging lime.
- Drivers are instructed to ask for and follow the safety policies of the receiving facility while discharging lime.
- Drivers are instructed to discontinue unloading and speak to a supervisor on duty if an unusual or unsafe condition exists in attempt to remedy the unsafe condition and continue unloading.
- If an unsafe condition persists, drivers are instructed to discontinue discharging lime, instruct a supervisor on site that the unsafe condition persists, inform his dispatch of the situation, weigh out on the facility scale if applicable, and depart the premises.
- Drives are instructed to clean up residual lime that may have spilled during discharge, if any, per customers' requirements or specifications, prior to departing the premises.

This information is believed to be accurate to the best of our knowledge. Chemical Lime Company makes no representations or warranties concerning the fitness or purpose of use of is products. Liabilities are strictly limited to replacing defective product.

AUTHORIZATION

Gentlemen:

This letter is to certify that the following personnel are duly authorized to execute bid proposals, sales agreements and price quotations on behalf of Chemical Lime Company of Alabama, Inc. ("CLC").


Oliver Booth	General Manager
Jimmy Weidenback	Distribution Manager
Clayton Fuller	Account Manager
John Duarte	Business Development Manager
John Thompson	Florida District Manager
Kevin Ramsey	Account Manager

The undersigned, as Senior Vice President of CLC, and President of the Eastern Division of Chemical Lime Company, CLC's parent company, has full authority to sign this letter on behalf of CLC.

Sincerely,

CHEMICAL LIME COMPANY OF ALABAMA, INC.

By:



James L. Ehle, Senior Vice President

Date: June 5, 1998

Material Safety Data Sheet

May be used to comply with
 OSHA's Hazard Communication Standard
 29 CFR 1910.1200. Standard must be
 consulted for specific requirements.

U.S. Department of Labor

Occupational Safety and Health Administration
 (Non-Mandatory Form)
 Form Approved
 OMB No. 1218-0072



IDENTITY Quicklime, CaO, Lime
 Calcium oxide (all sizes including granular) (UN1910)

Note: Blank spaces are not permitted. If any item is not applicable, or no information is available, the space must be marked to indicate that.

Section I

Manufacturer's Name and Address
 Chemical Lime Company
 3724 Hulen Street
 Fort Worth, Texas 76107

Emergency Telephone Number
 Chemtrec 800-424-9300

Information Phone Number 817-732-8164
Date Prepared 6/1/01

Section II - Hazardous Ingredients/Identity Information

Hazardous Components	CAS	Common Name	OSHA PEL	ACGIH TLV	Other Limits	% (optional)
Calcium oxide	1305-78-8	Quicklime	5 mg/m3	2 mg/m3	5 mg/m3	>90%
Magnesium oxide	1309-48-4	Periclase	10 mg/m3	10 mg/m3	6 mg/m3	<5%
Calcium carbonate	1317-65-3	Limestone	15 mg/m3	10 mg/m3	6450 mg/kg	<3%
Silicon dioxide	14808-60-7	Quartz	0.1 mg/m3	0.1 mg/m3	4 mg/m3	<2%

Section III - Physical/Chemical Characteristics

Boiling Point	2850 °C	Melting Point	2570 °C	Specific Gravity	1.6 - 2.8 g/cc
Vapor Pressure (mm Hg)	N.A.	Vapor Density	N.A.	Evaporation Rate	N.A.
Solubility in Water	Reactive with water to produce Ca(OH) ₂ with large amounts of heat. pH = 12.4@25°C				
Appearance and Odor	White or gray lumps or powder, odorless				

Section IV - Fire and Explosion Hazard Data

Flash Point	LEL/UEL	Flammable Limits	Extinguishing Media
N.A.	N.A.	N.A.	Not Combustible -- Use extinguishing agent for surrounding fire

Special Firefighting Procedures/Unusual Fire and Explosion Hazards

In large amounts, calcium oxide will react with water to produce heat and possibly steam.
 Flood with excess water to remove heat.

Section V - Reactivity Data

Stability	Conditions to Avoid (stability - related)
Unstable	Reacts with water to form Ca(OH) ₂ and large amounts of heat. Reacts with CO ₂ to form CaCO ₃ .

Incompatibility (Materials to Avoid)

Acids: Reacts vigorously and produces heat. Maleic Anhydride: May react explosively. Nitro Organic Compounds: May react to form explosive salts. Phosphorous: May form flammable products when heated. Aluminum: May react in presence of water to form hydrogen gas.

Hazardous Polymerization/Hazardous Decomposition of Byproducts

Will not occur (none)

Section VI - Health Hazard Data

Route(s) of Entry: Inhalation, Ingestion

Health Hazards (Acute and Chronic)

Mild to moderate corrosive. Avoid skin and eye contact as irritation will occur. Inhalation can cause coughing, sneezing or breathing problems. Material in contact with wet skin could cause severe irritation and/or burning.

Carcinogenicity: OSHA? SiO₂ NTP/IARC Monographs? SiO₂

Respirable crystalline silica from occupational sources is classified by IARC as a Group I Carcinogen.

California Proposition 65: Silica is on the Governor's Proposition 65 list. Components used in this product may contain trace amounts of inherent naturally occurring elements (such as, but not limited to arsenic, cadmium) that are on the Governor's Proposition 65 list.

Section VI - Health Hazard Data (continued)**Signs and Symptoms of Exposure**

Skin or eye irritation; coughing or breathing problems.

Medical Conditions Generally Aggravated by Exposure

Respiratory problems, asthma, dermatitis or skin or eye sensitivity.

Emergency and First Aid Procedure

Flush contaminated area with excess water. If eye contact, rinse eye with warm water for 30 minutes and seek medical attention immediately.

Section VII - Precautions for Safe Handling and Use**Steps to be Taken in Case Material is Released or Spilled**

Protect skin and eyes from contact and avoid inhalation of dust. If material is dry pick up and keep away from acids or organic materials. Place in steel drums. If wet add excess water to remove heat and place in steel drums.

Waste Disposal Method

Carefully add water in excess of 20 parts water to 1 part lime and flush to sewer. Consult local, state, or federal regulations.

Precautions to be Taken in Handling and Storage

Store in tightly closed containers and keep dry and away from acids or other incompatible substances.

Do not store or ship in aluminum containers.

Shipping and Handling Restrictions for Quicklime

When being transported by air, calcium oxide is classified in the Department of Transportation (DOT) regulations as a hazardous material. Because express carriers (for example, Federal Express, Airborne Express, and United Parcel Service) ship by air, quicklime presented to these carriers for shipment should be packaged, marked, and labeled accordingly, and be accompanied by the appropriate shipping documentation. Only personnel trained and certified under applicable DOT Hazardous Materials Regulations (contained in Title 49 of the Code of Federal Regulations) may prepare quicklime for air transport. For additional information, contact the DOT website, www.text-trieve.com/dotrspa, or the Research and Development Department of Chemical Lime Company at (817)752-8164.

Other Precautions

Keep material dry. If material gets wet, flood with excess water to remove heat. Avoid eye contact and breathing dust.

NFPA Rating: HEALTH: 3 FLAMMABILITY: 0 REACTIVITY: 1

HMIS Rating: HEALTH: 2 FLAMMABILITY: 0 REACTIVITY: 1

WHMIS Rating: D2A, E

Section VIII - Control Measures**Respiratory Protection (Specify Type)**

Dust masks meeting the NIOSH N95 rating are sufficient for casual exposure. (42 CFR)

Ventilation	Local Exhaust Vent to dust collector	Special	Do not dispose of dust with combustibile materials.
	Mechanical (General) Vent to meet TLV requirements	Other	

Protective Gloves

Dry cloth or leather gloves

Other Protective Clothing or Equipment

Full clothing to cover arms and legs, safety glasses or face shield.

Work/Hygienic Practices

Eye wash and shower station should be readily available.

Chemical Lime Company provides the information contained herein in good faith but makes no representation as to its comprehensiveness or accuracy. This document is intended only as a guide to the appropriate precautionary handling of the material by a properly trained person. Individuals receiving this information must consult their own technical and legal advisors and/ or exercise their own judgment in determining its appropriateness for a particular purpose. Chemical Lime Company makes no representations or warranties, either express or implied, including without limitation and warranties of merchantability or fitness for a particular purpose with respect to the information set forth herein or the product(s) to which the information refers. Accordingly, Chemical Lime Company will not be responsible or liable for any claims, losses or damages resulting from the use of or reliance upon or failure to use this information.

ATTACHMENT 4

From: Rick Diaz
To: Alexander, Cheri
Date: 7/1/02 2:14PM
Subject: Re: Fwd: Re: Q-020480 QUICKLIME, BULK & HYDRATED LIME

With this e-mail LCU recommends award to Chemical Lime Co.. Thanks, Rick. PS: You should've already recieved Tom Hill's e-mail.