

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

Blue Sheet No. 20021476

1. REQUESTED MOTION:

ACTION REQUESTED: Approve award of Quote # Q-020573 for Architectural "Green Paint (Low VOC) and Paint Related Products for Construction and Design (Facilities Management), to the low quoters per section meeting all specification requirements as indicated in the attached tabsheet. Sections A&B to Scott Paints, sections C, D & F to Glidden Paints and section E to Flex Bon Paints. It is estimated that the annual expenditures will be approximately \$68,000. The initial term of this agreement is for two years. Also request the Board's approval to renew for three additional one-year periods at the expiration of the current two-year term if in the best interest of the County. Funding will come from each individual departments budget and they will be responsible for monitoring their own expenditures

WHY ACTION IS NECESSARY: According to Section 9.4.1 of the Lee County Purchasing and Payment Procedures Manual, approved by the Board on 3/21/00, purchases over the \$50,000.00 must be approved by the Board.

WHAT ACTION ACCOMPLISHES: Establishes competitive pricing for the purchase of Architectural Green Paint (Low VOC) and Paint Related Products on an annual basis.

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

C2A

3. MEETING DATE:

04-01-2003

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 Construction & Design
- C. DIVISION Facilities Management

BY: *Jim Lavender*

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. After review of the quotes by Facilities Management a decision was made to award to the low quoters per sections meeting all specification requirements. Sections A & B to Scott Paints, sections C, D & F to Glidden Paints and section E to Flex Bon Paints. Originally PPG/Porter Paint was to be awarded section E but due to their inability to acquire the required insurance certificate the section was subsequently given to Flex Bon 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>Stander</i> 3-14-03	<i>ASoffe</i> 3-12-03	<i>1/12</i>		<i>[Signature]</i> 3/17/03	OA <i>[Signature]</i> 3/18/03	OM <i>[Signature]</i> 3/18	Risk <i>[Signature]</i> 3/18/03	GC <i>[Signature]</i> 3/18/03	<i>Stander</i> 3-14-03

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *3/17/03*
Time: *3:35*
AM
Forwarded To:
Cl. Adm. 7

RECEIVED BY
COUNTY ADMIN. *CA*
3-18-03
8:00
COUNTY ADMIN.
FORWARDED TO:
3/18 100

- Attachments: (1) Tabulation Sheet
(2) Specifications
(3) Awarded Vendors Quotation
(4) Departments Recommendation

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 PAINT				ICI/GLIDDEN PAINTS		
COPIES PROVIDED								
ADDENDUMS AKNOWLEDGED								
		COST/QT	COST/GAL.	COST/5 GAL. PAIL		COST/QT	COST/GAL.	COST/5 GAL. PAIL
SECTION A TOTALS		\$23.20	\$46.20	\$231.00		\$24.00	\$58.60	\$265.00
SECTION B TOTALS		\$20.50	\$40.95	\$204.80		\$19.50	\$50.10	\$248.25
SECTION C TOTALS		N.B.	N.B.	N.B.		\$5.00	\$12.60	\$60.00
SECTION D TOTALS			N.B.	N.B.			\$379.78	\$1,777.30
SECTION E TOTALS		N.B.	N.B.			\$36.70	\$52.00	
SECTION F PERCENTAGE DISCOUNT		40%				50%		
MIN. ORDER AMOUNT FOR DELIVERY		NONE				\$1.00		
TO BE DELIVERED WITHIN		5				1		
LOCAL VENDOR PREFERENCE		Y				Y		
MODIFICATIONS		N				Y		
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.							
VENDORS		VENDOR # 3			VENDOR # 4				
		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
 OPENING DATE: November 12, 2002
 BUYER: CHRIS JEFFCOAT

LEE COUNTY, FLORIDA TABULATION SHEET
 FOR

ARCHITECTURAL "GREEN" PAINT AND PAINT RELATED PRODUCTS FOR FACILITIES MAN.

VENDORS	VENDOR # 5	VENDOR # 6
	FLEX BON	PPG/PORTER 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

NO BIDS

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
3RD 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

Scaled 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 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
 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:		
1,1,1-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	\$ _____	\$ _____	\$ _____
SECTION A TOTALS	\$ _____	\$ _____	\$ _____

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	\$ _____	\$ _____	\$ _____
SECTION B TOTALS	\$ _____	\$ _____	\$ _____

SECTION C METAL PAINT

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

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	\$ _____	\$ _____
SECTION D TOTALS	\$ _____	\$ _____

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)	\$ _____	\$ _____
SECTION E TOTALS	\$ _____	\$ _____

**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.

OK

corrections

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

DATE SUBMITTED: 11/12/02VENDOR NAME: ICI / Glidden Paints

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:

#1 + #2

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	\$ <u>24.00</u>	\$ <u>58.60</u>	\$ <u>265.00</u>	
Section B Exterior Paints Totals	\$ <u>19.50</u>	\$ <u>50.10</u>	\$ <u>248.25</u>	
Section C Metal Paints Totals	\$ <u>5.00</u>	\$ <u>12.60</u>	\$ <u>60.00</u>	
Section D Misc. Products Totals		\$ <u>379.78</u>	\$ <u>1775.30</u>	<u>\$ 1777.30</u> CB
Section E Add'l Misc. Prod. Totals	\$ <u>19.20</u> ^{CB #36.70}	\$ <u>69.50</u> ^{#52.00 CB}		
Section F Sundries Percentage Discount	<u>50</u>	%		
Minimum order amount required for delivery	<u>\$1.00</u>			

TO BE (DELIVERED) WITHIN 1 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:

On page 21 the price for the clear & pigmented Sealers are separate.

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
ICI / Glidden Paints

BY (Printed):
Colin Barris

BY (Signature):


TITLE:
Sales Representative

FEDERAL ID # OR
S.S.# 51-0290518

ADDRESS:
1952 Commercial Drive
Ft. Myers, Florida, 33901

PHONE NO.:
(239) 936-3059

FAX NO.: (239) 936-2552

CELLULAR PHONE/PAGER NO.: (941) 232-3686

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 842560

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	\$ <u>4.50</u>	\$ <u>9.50</u>	\$ <u>45.00</u>
2. INTERIOR SEMIGLOSS	\$ <u>4.50</u>	\$ <u>11.00</u>	\$ <u>50.00</u>
3. INTERIOR GLOSS	\$ <u>6.00</u>	\$ <u>14.20</u>	\$ <u>70.00</u>
4. INTERIOR SATIN	\$ <u>4.50</u>	\$ <u>11.95</u>	\$ <u>50.00</u>
5. INTERIOR EGGSHELL	\$ <u>4.50</u>	\$ <u>11.95</u>	\$ <u>50.00</u>
SECTION A TOTALS	✓ \$ <u>24.00</u>	✓ \$ <u>58.60</u>	✓ \$ <u>265.00</u>

SECTION B EXTERIOR PAINTS

<u>TYPE PAINT</u>	<u>COST/QT.</u>	<u>COST/GAL.</u>	<u>COST/5GAL PAIL</u>
1. EXTERIOR FLAT	\$ <u>4.50</u>	\$ <u>11.75</u>	\$ <u>58.25</u>
2. EXTERIOR SEMIGLOSS	\$ <u>4.50</u>	\$ <u>12.20</u>	\$ <u>60.50</u>
3. EXTERIOR GLOSS	\$ <u>6.00</u>	\$ <u>14.20</u>	\$ <u>70.00</u>
4. EXTERIOR SATIN	\$ <u>4.50</u>	\$ <u>11.95</u>	\$ <u>59.50</u>
SECTION B TOTALS	✓ \$ <u>19.50</u>	✓ \$ <u>50.10</u>	✓ \$ <u>248.25</u>

SECTION C METAL PAINT

<u>TYPE PAINT</u>	<u>COST/QT.</u>	<u>COST/GAL.</u>	<u>COST/5GAL PAIL</u>
1. ANTICORROSIVE	\$ <u>5.00</u>	\$ <u>12.60</u>	\$ <u>60.00</u>
SECTION C TOTALS	✓ \$ <u>5.00</u>	✓ \$ <u>12.60</u>	✓ \$ <u>60.00</u>

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)	\$ <u>12.95</u>	\$ <u>59.50</u>
2. Anvil Floor Coatings: Acrylic	\$ <u>14.00</u>	\$ <u>70.00</u>
Alkyd	\$ <u>15.30</u>	\$ <u>75.00</u>
3. DTM Acrylic Coating	\$ <u>11.25</u>	\$ <u>54.90</u>
4. Elastomeric Coating	\$ <u>10.50</u>	\$ <u>48.50</u>
5. Latex Conditioner, Clear and Pigmented (EXAMPLES: Loxon OR Aqua seal)	\$ <u>Clear 8.30</u> \$ <u>Pigmented 9.20</u>	\$ <u>40.00</u> \$ <u>45.00</u>
6. Hr Solids Waterbourne Floor Epoxy	\$ <u>18.50</u>	\$ <u>90.00</u>
7. Traffic Marking Paint		
Alkyd (Oil) Red	\$ <u>10.00</u>	\$ <u>45.00</u>
Yellow	\$ <u>9.00</u>	\$ <u>40.00</u>
Blue	\$ <u>9.00</u>	\$ <u>40.00</u>
Waterbourne: Red	\$ <u>10.00</u>	\$ <u>45.00</u>
Yellow	\$ <u>8.50</u>	\$ <u>33.00</u>
Blue	\$ <u>9.00</u>	\$ <u>35.00</u>
8. Stain Killing Primer (Kilz, Zinzer 123)	\$ <u>12.45</u>	\$ <u>60.00</u>
9. Minwax Polycrylic	\$ <u>10.70</u>	\$ <u>28.00</u>
10. Aluminum Mastics	\$ <u>21.75</u>	\$ <u>108.75</u>
11. H & C Concrete Stain: Oil	\$ <u>16.00</u>	\$ <u>80.00</u>
Waterbourne	\$ <u>16.00</u>	\$ <u>80.00</u>
12. Silicone Alkyd	\$ <u>23.95</u>	\$ <u>116.00</u>
13. Zinc Rich Primer	\$ <u>33.80</u>	\$ <u>169.00</u>
14. Universal Rust Inhibitive Quick Drying Primer	\$ <u>14.00</u>	\$ <u>68.00</u>

15. Aliphatic Polyurethane (White)	\$ <u>36.00</u>	\$ <u>170.00</u>
16. Clear Lacquer Sanding Sealer (Spray Grade Only)	\$ <u>8.90</u>	\$ <u>38.50</u>
17. Clear Lacquer Gloss (Spray Grade Only)	\$ <u>8.90</u>	\$ <u>38.50</u>
18. Solvents: Xylene	\$ <u>5.80</u>	\$ <u>23.00</u>
Mineral Spirits	\$ <u>1.99</u>	\$ <u>9.95</u>
Laquer Thinner	\$ <u>5.00</u>	\$ <u>20.00</u>
Denatured Alcohol	\$ <u>6.95</u>	\$ <u>34.75</u>
Paint Thinners	\$ <u>1.99</u>	\$ <u>9.95</u>

SECTION D TOTALS

✓ \$ 379.78

\$ 1,775.30 (1777.30)
08

SECTION E ADDITIONAL MISC. PRODUCTS

<u>PRODUCT TYPE</u>	<u>COST/QT.</u>	<u>COST/GAL.</u>
19. Minwax Stain	\$ <u>5.70</u>	\$ <u>16.00</u>
20. Exterior Polyurethane Varnish	\$ <u>13.50</u>	\$ <u>36.00</u>
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)	\$ <u>17.50</u>	

SECTION E TOTALS

\$ 17.20 (36.70) \$ 69.50 (52.00)
08

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.

50 % 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. 32 YEARS

LIST THE STORE LOCATIONS WITHIN LEE COUNTY:

- 1. 1952 Commercial Drive
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 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?

1952 Commercial Drive Ft. Myers, Florida, 33901

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

15,000 sq. ft. plus 2000 sq. ft. sales area

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.

OK

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

DATE SUBMITTED: November 11, 2002

VENDOR NAME: Scott Paint Company

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:
ONE, TWO

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	\$ <u>23.20</u>	\$ <u>46.20</u>	\$ <u>231.00</u>
Section B Exterior Paints Totals	\$ <u>20.50</u>	\$ <u>40.95</u>	\$ <u>204.80</u>
Section C Metal Paints Totals	\$ <u>NoBid</u>	\$ <u>NoBid</u>	\$ <u>NoBid</u>
Section D Misc. Products Totals		\$ <u>NoBid</u>	\$ <u>NoBid</u>
Section E Add'l Misc. Prod. Totals	\$ <u>NoBid</u>	\$ <u>NoBid</u>	NoBid
Section F Sundries Percentage Discount	<u>40</u>	<u>%</u>	
Minimum order amount required for delivery	<u>None</u>		

TO BE (DELIVERED) WITHIN 5 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

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

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

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

Are there any modifications to the quote or specifications:
Yes _____ No X _____

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

MODIFICATIONS:

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
Scott Paint Company

BY (Printed):
Daniel C. Barnes

BY (Signature):


TITLE:
Senior Vice President & General Manager

FEDERAL ID # OR
S.S.# 52-1140127

ADDRESS:
7839 Fruitville Road

Sarasota, FL 34240

PHONE NO.:
(941) 371-0015

FAX NO.: (941) 378-0010

CELLULAR PHONE/PAGER NO.:

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 903921

E-MAIL ADDRESS: michelep@scottpaint.com

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	\$ <u>4.10</u>	\$ <u>8.20</u>	\$ <u>41.00</u>
2. INTERIOR SEMIGLOSS	\$ <u>4.75</u>	\$ <u>9.45</u>	\$ <u>47.25</u>
3. INTERIOR GLOSS	\$ <u>5.75</u>	\$ <u>11.45</u>	\$ <u>57.25</u>
4. INTERIOR SATIN	\$ <u>4.35</u>	\$ <u>8.65</u>	\$ <u>43.25</u>
5. INTERIOR EGGSHELL	\$ <u>4.25</u>	\$ <u>8.45</u>	\$ <u>42.25</u>
SECTION A TOTALS	✓ \$ <u>23.20</u>	✓ \$ <u>46.20</u>	✓ \$ <u>231.00</u>

SECTION B EXTERIOR PAINTS

<u>TYPE PAINT</u>	<u>COST/QT.</u>	<u>COST/GAL.</u>	<u>COST/5GAL PAIL</u>
1. EXTERIOR FLAT	\$ <u>4.05</u>	\$ <u>8.05</u>	\$ <u>40.25</u>
2. EXTERIOR SEMIGLOSS	\$ <u>4.95</u>	\$ <u>9.90</u>	\$ <u>49.50</u>
3. EXTERIOR GLOSS	\$ <u>6.85</u>	\$ <u>13.70</u>	\$ <u>68.55</u>
4. EXTERIOR SATIN	\$ <u>4.65</u>	\$ <u>9.30</u>	\$ <u>46.50</u>
SECTION B TOTALS	✓ \$ <u>20.50</u>	✓ \$ <u>40.95</u>	✓ \$ <u>204.80</u>

SECTION C METAL PAINT

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

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

SECTION E ADDITIONAL MISC. PRODUCTS

<u>PRODUCT TYPE</u>	<u>COST/QT.</u>	<u>COST/GAL.</u>
19. Minwax Stain	\$ <u>NoBid</u>	\$ <u>NoBid</u>
20. Exterior Polyurethane Varnish	\$ <u>NoBid</u>	\$ <u>NoBid</u>
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)	\$ <u>NoBid</u>	NoBid
 SECTION E TOTALS	 \$ <u>NoBid</u>	 \$ <u>NoBid</u>

**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.

40 % 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. 9 YEARS**

LIST THE STORE LOCATIONS WITHIN LEE COUNTY:

- | | |
|--|----------|
| 1. <u>11751 Metro Parkway</u>
Fort Myers, FL 33912 | 4. _____ |
| 2. <u>1202 NE Pine Island Rd</u>
Cape Coral, FL 33909 | 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?

11751 Metro Parkway Fort Myers, FL 33912

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

Approximately 3,500 sq.ft. retail store

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.

OK.

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

DATE SUBMITTED: 11-12-02

VENDOR NAME: Flex Bon Paints

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	\$ <u>NO BID</u>	\$ <u>NO BID</u>	\$ <u>NO BID</u>
Section B Exterior Paints Totals	\$ <u>20.57</u>	\$ <u>59.33</u>	\$ <u>270.32</u>
Section C Metal Paints Totals	\$ <u>NO BID</u>	\$ <u>NO BID</u>	\$ <u>NO BID</u>
Section D Misc. Products Totals		\$ <u>528.26</u>	\$ <u>2,609.53</u>
Section E Add'l Misc. Prod. Totals	\$ <u>19.66</u>	\$ <u>41.01</u>	
Section F Sundries Percentage Discount	<u>40</u>	<u>40</u>	<u>40</u> %
Minimum order amount required for delivery	<u>NO MINIMUM</u>		

TO BE (DELIVERED) WITHIN 7 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

Flex Bon Paints Inc.

BY (Printed):

Roger Darnell

BY (Signature):

Roger Darnell

TITLE:

Reg. Sales Mgr.

FEDERAL ID # OR

S.S.# _____

ADDRESS:

2131 ANTRCA LANE

FT. MYERS, FLORIDA 33912

PHONE NO.:

239-489-2332

FAX NO.: 239-489-2652

CELLULAR PHONE/PAGER NO.: 239-229-6617

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: roger@flexbon.com

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.



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: (239) 689-7392

Bob Janas
District One

November 1, 2002

Douglas R. St. Cemy
District Two

PROJECT NO.: Q-020573

Ray Judah
District Three

Andrew W. Coy
District Four

**LEE COUNTY ADDENDUM NUMBER ONE
TO SPECIFICATIONS FOR**

John E. Albion
District Five

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

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

QUOTERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE PROPOSAL
QUOTE FORM, PAGE 13.

Diana M. Parker
County Hearing
Examiner

The original specifications and other contract documents are amended as noted below:

Please insert new pages 21 and 22 to the specifications for Quote Q-020573 Architectural "Green" Paint and Paint Related Products for Facilities Management. Changes were made to line items 2, 7, 11, 15 and 18. If you need any clarification please contact me at 239 689-7392.

Chris Jeffcoat
Purchasing Agent

cc: Richard Beck
Minutes Department



LEE COUNTY SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: (239) 689-7392

Bob Janes
District One

November 4, 2002

Douglas R. St. Cemy
District Two

PROJECT NO.: Q-020573

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stillwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing
Examiner

LEE COUNTY ADDENDUM NUMBER TWO TO SPECIFICATIONS FOR ARCHITECTURAL "GREEN" PAINT (LOW VOC) AND PAINT RELATED PRODUCTS FOR FACILITIES MANAGEMENT

QUOTERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE PROPOSAL
QUOTE FORM, PAGE 13.

The original specifications and other contract documents are amended as noted below:

There is a description error on line item number seven. It should read as Alkyd and Waterbourne.
Please insert new page 21 into the specification for this quote.

Chris Jeffcoat
Purchasing Agent

cc: Richard Beck
Minutes Department

Post-it® Fax Note	7671	Date	11-14-02	# of pages	2
To	ROGER DARNELL	From	PART A		
Co/Dept	PLEX BEN PAINTS	Co.	LEE CO PURCHASING		
Phone #		Phone #	239-689-7385		
Fax #	239-489-2652	Fax #			

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	\$ _____	\$ _____	\$ _____
SECTION A TOTALS	\$ <u>NO BID</u>	\$ <u>NO BID</u>	\$ <u>NO BID</u>

SECTION B EXTERIOR PAINTS

<u>TYPE PAINT</u>	<u>COST/QT.</u>	<u>COST/GAL.</u>	<u>COST/5GAL PAIL</u>
1. EXTERIOR FLAT	\$ <u>4.53</u>	\$ <u>12.08</u>	\$ <u>59.37</u>
2. EXTERIOR SEMIGLOSS	\$ <u>5.46</u>	\$ <u>14.56</u>	\$ <u>71.76</u>
3. EXTERIOR GLOSS	\$ <u>5.76</u>	\$ <u>15.36</u>	\$ <u>75.75</u>
4. EXTERIOR SATIN	\$ <u>4.84</u>	\$ <u>16.33</u>	\$ <u>63.44</u>
SECTION B TOTALS	\$ <u>20.59 ✓</u>	\$ <u>58.33 ✓</u>	\$ <u>270.32 ✓</u>

SECTION C METAL PAINT

<u>TYPE PAINT</u>	<u>COST/QT.</u>	<u>COST/GAL.</u>	<u>COST/5GAL PAIL</u>
1. ANTICORROSIVE	\$ _____	\$ _____	\$ _____
SECTION C TOTALS	\$ <u>NO BID</u>	\$ <u>NO BID</u>	\$ <u>NO BID</u>

QUOTATION NO.: Q-020573

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)	\$ <u>17.01</u>	\$ <u>84.01</u>
2. Anvil Floor Coatings: Acrylic	\$ <u>13.29</u>	\$ <u>64.99</u>
Alkyd	\$ <u>17.70</u>	\$ <u>87.50</u>
3. DTM Acrylic Coating	\$ <u>17.62</u>	\$ <u>87.10</u>
4. Elastomeric Coating	\$ <u>15.34</u>	\$ <u>75.66</u>
5. Latex Conditioner, Clear and Pigmented (EXAMPLES: Loxon OR Aqua seal)	\$ <u>11.77</u>	\$ <u>57.83</u>
6. Hr Solids Waterbourne Floor Epoxy	\$ <u>33.95</u>	\$ <u>168.75</u>
7. Traffic Marking Paint Alkyd (Oil) Red	\$ <u>20.68</u>	\$ <u>102.40</u>
Yellow	\$ <u>20.26</u>	\$ <u>101.33</u>
Blue	\$ <u>20.70</u>	\$ <u>103.50</u>
Waterbourne: Red	\$ <u>16.41</u>	\$ <u>81.00</u>
Yellow	\$ <u>9.82</u>	\$ <u>49.10</u>
Blue	\$ <u>10.21</u>	\$ <u>50.01</u>
8. Stain Killing Primer (Kilz, Zinzer 123)	\$ <u>10.93</u>	\$ <u>53.61</u>
9. Minwax Polycrylic	\$ <u>35.10</u>	\$ <u>175.00</u>
10. Aluminum Mastics	\$ <u>32.16</u>	\$ <u>159.80</u>
11. H & C Concrete Stain: Oil	\$ <u>16.09</u>	\$ <u>79.45</u>
Waterbourne	\$ <u>13.29</u>	\$ <u>64.99</u>
12. Silicone Alkyd	\$ <u>35.52</u>	\$ <u>177.60</u>
13. Zinc Rich Primer	\$ <u>55.61</u>	\$ <u>277.05</u>
14. Universal Rust Inhibitive Quick Drying Primer	\$ <u>14.93</u>	\$ <u>70.80</u>

QUOTATION NO.: Q-020573

15. Aliphatic Polyurethane (White)	\$ <u>45.60</u>	\$ <u>227.00</u>
16. Clear Lacquer Sanding Sealer (Spray Grade Only)	\$ <u>12.81</u>	\$ <u>62.05</u>
17. Clear Lacquer Gloss (Spray Grade Only)	\$ <u>12.81</u>	\$ <u>62.05</u>
18. Solvents: Xylene	\$ <u>4.69</u>	\$ <u>20.69</u>
Mineral Spirits	\$ <u>2.33</u>	\$ <u>12.51</u>
Laquer Thinner	\$ <u>4.45</u>	\$ <u>19.69</u>
Denatured Alcohol	\$ <u>4.85</u>	\$ <u>21.55</u>
Paint Thinners	\$ <u>2.33</u>	\$ <u>12.51</u>
SECTION D TOTALS	\$ <u>528.26</u> ✓	\$ <u>2,609.53</u> ✓

SECTION E ADDITIONAL MISC. PRODUCTS

<u>PRODUCT TYPE</u>	<u>COST/QT.</u>	<u>COST/GAL.</u>
19. Minwax Stain	\$ <u>4.19</u>	\$ <u>22.89</u>
20. Exterior Polyurethane Varnish	\$ <u>5.72</u>	\$ <u>18.12</u>
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)	\$ <u>7.75 P/GAL-VT</u>	
SECTION E TOTALS	\$ <u>19.66</u> ✓	\$ <u>41.01</u> ✓

**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.

40 % 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. 43 YEARS

LIST THE STORE LOCATIONS WITHIN LEE COUNTY:

1. CAPE CORAL - 2 LOCATIONS
2. SOUTH FT. MYERS
3. NORTH FT. MYERS
4. LEHIGH ACRES
5. EAST FT. MYERS
6. BONITA SPRINGS
7. FT. MYERS BEACH

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?

2131 Andrea Ln. Ft. MYERS, FL. 33912

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

APPROX 46,000 sq Ft. Includes - Manufacturing, Warehouse, General Office and Research + Development -

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.

LOCAL MANUFACTURING AND WAREHOUSING
WILL ENABLE FLEX BOW TO SUPPLY 100% OF
NEEDS

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.

Provided Paint and Related Items

ATTACHMENT 4

From: Richard Beck
To: Jeffcoat, Christopher
Date: 12/3/02 10:21AM
Subject: Re: Green paint contract

Chris, after reviewing the specs and talking to Mike Carstensen, the list below is our choice(s). Rich

Sections A & B will be awarded to Scott Paints
Section C, D & F will be awarded to Gliden Paints
Section E will be awarded to Flex Bon
>>> Christopher Jeffcoat 12/03/02 07:46AM >>>
Rich,

Please indicate which vendors will be awarded per section. I must have them named by the reviewing department so there is no doubt who is the awarded vendor or vendors. Your recommendation becomes a part of the permanent file for this project. The recommendation has to be specific in naming the awarded vendors. This is a "just in case" someone questions the award I must be able to show where the user department has clearly made a selection in awarding the quote. thanks

>>> Richard Beck 12/02/02 01:58PM >>>
Chris, I talked to Mike Carstensen and he says the contract for "green paint" looks good. Please institute, Rich

CC: Carstensen, Michael

From: Richard Beck
To: Jeffcoat, Christopher
Date: 12/4/02 8:20AM
Subject: Error in math

Due to the math error that you discovered and made me aware of we will now in Section E award Porter Paints (PPG) not Flex Bon as previously agreed to. Rich

CC: Carstensen, Michael