

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

**Blue Sheet No. 20021114**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve the award of **Formal Request for Quotation No.: Q-020657 Polymers, Annual Purchase of, for Water Plants** for the Lee County Utilities Division to the low quoters meeting specifications, Calciquest, Inc. and Specialized Polymers, Inc. for the unit prices listed on the attached Lee County Tabulation Sheet. In the event that the low quoters are unable to establish the effectiveness of their products, request the Purchasing Agent be given authority to act on behalf of the Board in the event of vendor non-compliance so that the Purchasing Agent can proceed to the next low quoter(s). Funding will come from the individual department or division's budget whom will be responsible for monitoring their individual expenditures. Term of this quotation shall be in effect for one (1) year, or until new quotes are taken and awarded. Also, request authority to renew this quote for three (3) additional one-year periods at the same terms and conditions if in the best interest of Lee County.

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

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

**2. DEPARTMENTAL CATEGORY: 10  
COMMISSION DISTRICT #**

*C10A*

**3. MEETING DATE:**

*11-19-2002*

**4. AGENDA:**

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

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

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

**6. REQUESTOR OF INFORMATION:**

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

Utilities  
**BY:** Rick Diaz, Director

*[Signature]*  
*10/29/02*

**7. BACKGROUND:**

On August 20, 2002, the Division of Purchasing received sealed quotations. On that date, seven (7) responses were received; two were 'No Bids'. The quotations have been thoroughly reviewed and a recommendation is being made to award the quotation to the low quoters meeting specifications, Calciquest, Inc. and Specialized Polymers, Inc. for the unit prices listed on the attached Lee County Tabulation Sheet. The successful bidders shall have a qualified representative visit the plant to establish the effectiveness of the product by jar testing, followed by full scale plant testing (if warranted by jar test results). The vendor will supply, at no charge to the County, a quantity of chemical sufficient to operate the plant scale trial for a minimum of 48 hours at a flow rate of 12.0 MGD. Anticipated expenditures are estimated at \$35,000.00 annually.

**ATTACHMENTS:**

- (1) Tabulation Sheet
- (2) Specifications
- (3) Awarded Vendor's Submitted Quotation
  - a. Calciquest Inc.
  - b. Specialized Polymers, Inc.
- (4) Department Recommendation

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services	G County Manager
	<i>Jane Sheehan 10-1-02 [Signature]</i>	<i>N/A</i>		<i>[Signature]</i> <i>10/31/02</i>	<i>CLP/10/31</i> OA <i>10/31/02</i> OM <i>10/31</i> Risk <i>10/31/02</i> GC <i>10/31/02</i>	<i>[Signature]</i> <i>10-31-02</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

**Rec. by CoAtty**  
Date: *10/29/02*  
Time: *2:24 PM*  
**Forwarded To:**  
*Beckert  
10/31/02 9:30am*

**RECEIVED BY  
COUNTY ADMIN.**  
*10-31-02*  
*10:30*  
**COUNTY ADMIN.  
WARDED TO:** *DS*  
*10/31*

FORMAL QUOTATION #Q-020657  
 OPENING DATE: AUGUST 20, 2002  
 BUYER: CHERI ALEXANDER

LEE COUNTY, FLORIDA TABULATION SHEET

FOR  
 ANNUAL PURCHASE OF POLYMERS FOR WATER PLANTS

VENDORS	CIBA SPECIALTY CHEMICALS	LEAHCHEM INDUSTRIES INC	SPECIALIZED POLYMERS INC.	CALCIQUEST INC.	ONDEO NALCO COMPANY
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COMMODITY CODE 88577

POLYMER, DRY (BAGS) ANIONIC

1. Product Name	Magnafloc LT25	LC-214PWG	Praestol 2540TR	Calcifloc 2154G	8173 Pulv
Cost per 50# bag	\$1.04/lb. \$57.20/bag	\$68.50	\$66.50	\$64.50	\$66.00
Manufacturer	Ciba	Leahchem	Stockhausen	CalciQuest	Ondeo Nalco
Bag size	55 # bag	50#	50#	50#	55#
Pallet weight: lbs	1980	1500	1500	1500	2200
1/2 pallet: lbs	blank	750*	750	750	blank
				\$118.50/50# bag*	

2. Product Name	Magnafloc LT25	LC-216PWG	Praestol 2540TR	Calcifloc 2244G	8173 Pulv
Cost per 50# bag	\$1.04/lb. \$57.20/bag	\$68.50	\$66.50	\$64.50	\$66.00
Manufacturer	Ciba	Leahchem	Stockhausen	CalciQuest	Ondeo Nalco
Bag size	55 # bag	50#	50#	50#	55#
Pallet weight: lbs	1980	1500	1500	1500	2200
1/2 pallet: lbs	blank	750*	750	750	blank
				\$118.50/50# bag*	

3. Product Name	Magnafloc LT25	LC-910PWG	Praestol 2540TR	Calcifloc 1020	8173 Pulv
Cost per 50# bag	\$1.04/lb. \$57.20/bag	\$76.00	\$66.50	\$79.00	\$66.00
Manufacturer	Ciba	Leahchem	Stockhausen	CalciQuest	Ondeo Nalco
Bag size	55 # bag	50#	50#	50#	55#
Pallet weight: lbs	1980	1500	1500	1500	2200
1/2 pallet: lbs	blank	750*	750	750	blank
				\$126.00/50# bag*	

Deliver within calendar days	3-5	7-10	3	8	6-8 weeks
Deliver with own vehicle	no	no	no	no	no
Local Vendor Preference	no	no	blank	no	no
Submittals	yes	yes	yes	blank	blank
Modifications	no	yes	no	no	yes
Signature	yes	yes	yes	yes	yes

NO BIDS  
 POLYDYNE, INC.  
 ANTHRA FILTER, INC.

POSTING TIME/DATE

FROM: /  
 UNTIL: /  
 BY:

STATE OF FLORIDA  
 DEPARTMENT 1



LEE COUNTY  
SOUTHWEST FLORIDA

PROJECT NO.: Q-020657

OPEN DATE: August 20 , 2002

AND TIME: 2:30 P.M.

PRE-BID DATE: August 14, 2002

AND TIME: : 10:00 A.M.

LOCATION: LEE COUNTY PURCHASING

# REQUEST FOR QUOTATIONS

## TITLE:

POLYMERS, ANNUAL PURCHASE OF  
FOR WATER PLANTS

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

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

**GENERAL CONDITIONS**

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

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

1. **SUBMISSION OF QUOTE:**

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
  1. Marked with the words "Sealed Quote"
  2. Name of the firm submitting the quotation
  3. Title of the quotation
  4. Quotation number
- b. The Quotation shall be submitted in triplicate as follows:
  1. The original consisting of the Lee County quotes forms completed and signed.
  2. A copy of the original quote forms for the Purchasing Director.
  3. A second copy of the original quote forms for use by the requesting department.
- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
  1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
  2. Warranties and guarantees against defective materials and workmanship.
- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".
- e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Purchasing Services prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- f. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).
- h. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.

- i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. **ACCEPTANCE**

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

3. **SUBSTITUTIONS**

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

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

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

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

5. **RECYCLED PRODUCTS**

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

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

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

7. **PRE-BID CONFERENCE**

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

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

8. **BIDDERS LIST MAINTENANCE**

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

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

9. **LEE COUNTY PAYMENT PROCEDURES**

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

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

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

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

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

10. **LEE COUNTY BID PROTEST PROCEDURE**

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

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

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

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

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

less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

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

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

The Formal Written Protest shall contain the following:

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

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

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

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

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

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

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

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

11. **PUBLIC ENTITY CRIME**

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

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

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

13. **MATERIAL SAFETY DATA SHEETS**

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

14. **MISCELLANEOUS**

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

15. **WAIVER OF CLAIMS**

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

16. **AUTHORITY TO PIGGYBACK**

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



17. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

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

c) **Disadvantaged Business Enterprises**

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

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

d) **Anti-Discrimination**

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

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

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

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

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

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

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

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

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

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

18. **AUDITABLE RECORDS**

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

19. **DRUG FREE WORKPLACE**

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

20. **REQUIRED SUBMITTALS**

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

21. **TERMINATION**

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

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

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

22. **CONFIDENTIALITY**

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

23. **ANTI-LOBBYING CLAUSE**

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

24. **INSURANCE (AS APPLICABLE)**

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

LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR  
POLYMERS, ANNUAL PURCHASE OF  
FOR WATER PLANTS

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

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

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

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

The undersigned acknowledges receipt of Addenda numbers: \_\_\_\_\_

<u>Est. Usage</u>	<u>Lee County Commodity Code</u>	<u>Description</u>	<u>Cost/Price</u>
13,500 lbs./year	88577	POLYMER, Dry (bags) Anionic  1. Specify product name : _____  Manufacturer: _____ Bag Size: _____ Must be equal to LC-214 PWG in performance. Pallet weight: _____ lbs. ½ pallet: _____ lbs.	\$ _____ /50#bag
750 lbs./year		2. Specify product name : _____  Manufacturer: _____ Bag Size: _____ Must be equal to LC-216 PWG in performance. Pallet weight: _____ lbs. ½ pallet: _____ lbs.	\$ _____ /50#bag
12,500 lbs./year		3. Specify product name : _____  Manufacturer: _____ Bag Size: _____ Must be equal to LC-910 PWG in performance. Pallet weight: _____ lbs. ½ pallet: _____ lbs.	\$ _____ /50#bag

Product numbers may change during year and rates must stay consistent with molecular weight and or charge.

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

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

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

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

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

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

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

Are there any modifications to the quote or specifications: Yes \_\_\_\_\_ No \_\_\_\_\_

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

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

FIRM NAME \_\_\_\_\_

BY (Printed): \_\_\_\_\_

BY (Signature): \_\_\_\_\_

TITLE: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

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

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

24-HOUR EMERGENCY NUMBER: \_\_\_\_\_

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

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

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS  
FOR  
POLYMERS, ANNUAL PURCHASE OF  
FOR WATER PLANTS**

SCOPE

The purpose of this quotation is to solicit prospective bidders to furnish and deliver polymers on an annual basis for use at the water plants for Lee County Utilities.

TERM OF QUOTE

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

DELIVERY REQUIREMENTS

Quotes are to be based on firm prices delivered F.O.B., annotated on Page 10 as directed to the locations specified herein, Lee County, Florida.

If any product is spilled during the offloading process it will be the truck driver's responsibility to clean it up. If the driver does not clean up a spill, the vendor shall reimburse Lee County for all costs incurred for the clean up.

Each shipment shall carry a bill of lading identifying the weight of the contents, manufacturer's name, brand name-if any, and list the percentage of content in the material. In addition, an analysis of material shall accompany the shipment guaranteeing the percentage is accurate, as applicable.

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

BASIS OF AWARD

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

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

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

PRICE ESCALATION/DE-ESCALATION

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

The awarded vendor(s) shall not give less than 30 days advance written notice of a price increase to the Division of Purchasing. Any approved price change will be effective only at the beginning of the calendar month following the end of the full 30-day notification

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

#### QUANTITY PRICE BREAKS

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

#### DESIGNATED CONTACT

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

#### CONTRACT

A purchase order and the specifications herein will serve as the contract.

#### FUEL PRICE ADJUSTMENT

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

#### BID SUBMITTAL AND EVALUATION

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

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

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

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

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

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



ADDITIONAL REQUIREMENTS

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

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

SUMMARY REPORTS

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

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

LOCAL BIDDER'S PREFERENCE

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

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

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

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

MAJOR BREAKDOWNS/NATURAL DISASTERS

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

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

TECHNICAL SPECIFICATIONS

1. POLYMERS

**NOTE: Polymer shall be approved by USEPA and/or for use in potable water; a letter stating same shall be submitted with your response.**

**A. Description - No AWWA Standard**

A mildly anionic, white, dry, free-flowing powder used for flocculation in water softening units, where an organic synthetic material is essential.

Polymers shall be equal to Leahchem LC-214 PWG, LC-216 PWG, and LC-910 PWG in performance.

**B. Physical Properties/Generic**

- 1. Charge in solution - Anionic 11% to 29%
- 2. Relative molecular weight - 10,000,000
- 3. Bulk density - 47-lbs./cu. ft.
- 4. pH 0.5% solution - 7.5
- 5. Solution viscosity - tap water - .1%
- 6. Flash point - less than 230°C
- 7. Maximum stock solution - 1.0%
- 8. Must be effective at or below a dosage of 0.20 PPM.

**C. Packaging**

Supplied in poly-lined multi-walled paper bags, net weight 50 lbs., or less (30 bags to pallet, or 1,500 lbs.). Half pallet orders (750 lbs.) may be required.

**D. Delivery Locations**

Plants: Olga, Corkscrew, Green Meadows, and Waterway; Polymer for Waterway is delivered to Olga, since Waterway does not have the storage capacity.

Olga Water Treatment Plant  
 1450 Werner Drive  
 Alva, FL 33920  
 Phone: 239.694.4038  
 Contact Person: Chad Demey

Corkscrew Water Treatment Plant  
 16101 Alico Road  
 Fort Myers, FL 33913  
 Phone: 239.267.8228  
 Contact Person: Richard Hawes

Green Meadows Water Treatment Plant  
 13001 Alico Road  
 Fort Myers, FL 33913  
 Phone: 239.267.1151  
 Contact Person: Hank Barroso

**E. Special Requirements**

Delivery vehicle shall have a 2000 lb. minimum lift gate for unloading purposes. The delivery truck shall have a pallet jack for use inside the truck to move the pallet of polymer to the back so it can be unloaded. At the Green Meadows Water Treatment Plant, the truck has to be equipped with a lift gate and have a pallet jack. Awarded vendor shall provide for empty barrel pick up and return when notified at no additional charge.

**F. Amount**

Estimated annual usage – Lee County: 17,270 lbs. (see Price Proposal page for breakdown)  
This amount is given for quarter's information only. No minimum amount is guaranteed or implied.

**G. Delivery**

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

Order quantity – Minimum qty. is half pallet (750 lbs.); Maximum qty. is full pallet, 30 bags (1500 lbs.)

Damaged bags shall be replaced. The delivery ticket will indicate if any damaged bags were received and require replacement at no charge, inclusive of delivery.

**H. Successful Bidder**

The successful bidder shall have a qualified representative visit the plant to establish the effectiveness of the product by jar testing, followed by full scale plant testing (if warranted by jar test results). The vendor will supply, at no charge to the County, a quantity of chemical sufficient to operate the plant scale trial for a minimum of 48 hours at a flow rate of 12.0 MGD.

**I. Safety**

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

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

**J. Approvals**

A letter from the Department of Health stating the product is approved for use in Lee County water plants must be submitted with the quote response, address as follows:

Environmental Engineering  
DOH – Lee County Health Dept.  
60 Danley Drive, Unit 1  
Ft. Myers, Florida 33907  
239. 939.4245

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

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

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

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

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

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**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.

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

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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.

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**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

LEE COUNTY PURCHASING SERVICES - BIDDERS CHECK LIST

**IMPORTANT:** Please read carefully and return with your bid proposal.  
Please check off each of the following items as the necessary action is completed:

- 1. The Quote has been signed.
- 2. The Quote prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. The original (must be manually signed) and 2 copies of the quote have been submitted.
- 5. Three (3) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- 6. All modifications have been acknowledged in the space provided.
- 7. All addendums issued, if any, have been acknowledged in the space provided.
- 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- 10. Any Delivery information required is included.
- 11. The mailing envelope has been addressed to:
 

Lee County Purchasing Services	or	Lee County Purchasing
P.O. Box 398		3434 Hancock Bridge Pkwy 3 <sup>rd</sup> FL
Ft. Myers, FL 33902-0398		N. Ft. Myers, FL 33903
- 12. The mailing envelope **MUST** be sealed and marked with:  
Quote Number  
Opening Date and/or Receiving Date
- 13. The quote will be mailed or delivered in time to be received no later than the specified opening date and time.  
(Otherwise quote cannot be considered or accepted.)
- 14. If submitting a "NO BID" please write quote number here \_\_\_\_\_  
and check one of the following:  
 Do not offer this product     Insufficient time to respond.  
 Unable to meet specifications (why)  
 Unable to meet bond or insurance requirement.  
 Other: \_\_\_\_\_  
  
 Company Name and Address:  
 \_\_\_\_\_  
 \_\_\_\_\_

**LEE COUNTY, FLORIDA  
 PROPOSAL QUOTE FORM  
 FOR  
 POLYMERS, ANNUAL PURCHASE OF  
 FOR WATER PLANTS**

DATE SUBMITTED: 8.16.02

VENDOR NAME: CalciQuest, Inc.

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

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

The undersigned acknowledges receipt of Addenda numbers: \_\_\_\_\_

<u>Est.</u>	<u>Lee County</u>	<u>Description</u>	<u>Cost/Price</u>
<u>Usage</u>	<u>Commodity Code</u>		
88577		<b>POLYMER, Dry (bags) Anionic</b>	
13,500 lbs./year		1. Specify product name: <u>CalciFlo 2154G</u>	
		Manufacturer: <u>CalciQuest, Inc.</u>	
		Bag Size: <u>50 lbs.</u>	<u>\$64.50</u> /50#bag
		Must be equal to LC-214 PWG in performance.	
		Pallet weight: <u>1,500</u> lbs.	
		½ pallet: <u>750</u> lbs.	
750 lbs./year		2. Specify product name: <u>CalciFlo 2244G</u>	
		Manufacturer: <u>CalciQuest</u>	
		Bag Size: <u>50 lbs.</u>	<u>\$64.50</u> /50#bag
		Must be equal to LC-216 PWG in performance.	
		Pallet weight: <u>1,500</u> lbs.	
		½ pallet: <u>750</u> lbs.	
12,500 lbs./year		3. Specify product name: <u>CalciFlo 1020</u>	
		Manufacturer: <u>CalciQuest, Inc.</u>	
		Bag Size: <u>50 lbs.</u>	<u>\$79.00</u> /50#bag
		Must be equal to LC-910 PWG in performance.	
		Pallet weight: <u>1,500</u> lbs.	
		½ pallet: <u>750</u> lbs.	

Product numbers may change during year and rates must stay consistent with molecular weight and or charge.



To Be Delivered Within 8 Calendar Days After Receipt Of Award And Purchase Order.

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

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

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

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

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

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

Are there any modifications to the quote or specifications: Yes \_\_\_\_\_ No

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

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

FIRM NAME CalciQuest, Inc.  
 BY (Printed): Craig P. Principi  
 BY (Signature): Craig P. Principi  
 TITLE: National Sales Manager  
 FEDERAL ID # OR S.S.# 56-1763670  
 ADDRESS: 181 Woodlawn Avenue  
Belmont NC 28012  
 PHONE NO.: 704-822-1441  
 FAX NO.: 704-822-0922  
 CELLULAR PHONE/PAGER NO.: 704-904-9570  
 24-HOUR EMERGENCY NUMBER: 800-255-3924  
 LEE COUNTY OCCUPATIONAL LICENSE NUMBER: \_\_\_\_\_  
 E-MAIL ADDRESS: calciquest@carolina.rr.com

LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR  
POLYMERS, ANNUAL PURCHASE OF  
FOR WATER PLANTS

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

VENDOR NAME: Specialized Polymers, Inc.

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

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

The undersigned acknowledges receipt of Addenda numbers: \_\_\_\_\_

Est. Usage	Lee County Commodity Code	Description	Cost/Price
13,500 lbs./year	88577	<b>POLYMER, Dry (bags) Anionic</b> 1. Specify product name: <u>Praestol 2540TR</u> Manufacturer: <u>Stockhausen</u> Bag Size: <u>50 lbs</u> Must be equal to LC-214 PWG in performance. Pallet weight: <u>1500</u> lbs. 1/2 pallet: <u>750</u> lbs.	\$ <u>66.50</u> /50#bag
750 lbs./year		2. Specify product name: <u>Praestol 2540TR</u> Manufacturer: <u>Stockhausen</u> Bag Size: <u>50 lbs</u> Must be equal to LC-216 PWG in performance. Pallet weight: <u>1500</u> lbs. 1/2 pallet: <u>750</u> lbs.	\$ <u>66.50</u> /50#bag
12,500 lbs./year		3. Specify product name: <u>Praestol 2540TR</u> Manufacturer: <u>Stockhausen</u> Bag Size: <u>50</u> Must be equal to LC-910 PWG in performance. Pallet weight: <u>1500</u> lbs. 1/2 pallet: <u>750</u> lbs.	\$ <u>66.50</u> /50#bag

Product numbers may change during year and rates must stay consistent with molecular weight and or charge.

To Be Delivered Within 3 Calendar Days After Receipt Of Award And Purchase Order.

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

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

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

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

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

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

Are there any modifications to the quote or specifications: Yes \_\_\_\_\_ No

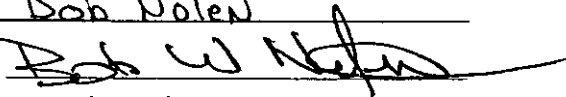
Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

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

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FIRM NAME Specialized Polymers Inc.  
 BY (Printed): Bob Nolen  
 BY (Signature):   
 TITLE: President  
 FEDERAL ID # OR S.S.# 59-3109158  
 ADDRESS: 1299 West Main Street  
Pensacola, FL 32501  
 PHONE NO.: 1-800-742-4251/850-439-1146  
 FAX NO.: 1-850-439-1147

CELLULAR PHONE/PAGER NO.: 1-800-742-4251

24-HOUR EMERGENCY NUMBER: 1-800-742-4251 / 1-407-382-5152

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

E-MAIL ADDRESS: SPolymers@aol.com

LEE COUNTY PURCHASING SERVICES - BIDDERS CHECK LIST

**IMPORTANT:** Please read carefully and return with your bid proposal.  
Please check off each of the following items as the necessary action is completed:

- 1. The Quote has been signed.
- 2. The Quote prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. The original (must be manually signed) and 2 copies of the quote have been submitted.
- 5. Three (3) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- 6. All modifications have been acknowledged in the space provided.
- 7. All addendums issued, if any, have been acknowledged in the space provided.
- 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- 10. Any Delivery information required is included.
- 11. The mailing envelope has been addressed to:
 

Lee County Purchasing Services	or	Lee County Purchasing
P.O. Box 398		3434 Hancock Bridge Pkwy 3 <sup>rd</sup> FL
Ft. Myers, FL 33902-0398		N. Ft. Myers, FL 33903
- 12. The mailing envelope **MUST** be sealed and marked with:
  - Quote Number
  - Opening Date and/or Receiving Date
- 13. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)
- 14. If submitting a "NO BID" please write quote number here \_\_\_\_\_ and check one of the following:
  - Do not offer this product  Insufficient time to respond.
  - Unable to meet specifications (why)
  - Unable to meet bond or insurance requirement.
  - Other: \_\_\_\_\_

Company Name and Address:  
Specialized Polymers, Inc.  
1249 West Main St.  
Pensacola, FL 32501

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

1. How many employees are available to service this contract? 3

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

All the equipment needed to service this account.

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

Have three (3) months supply of product in our warehouse. Keep at least three months on hand at all times

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.

\_\_\_\_\_  
\_\_\_\_\_

Jeb Bush  
Governor



John O. Agwunobi, M.D., M.B.A.  
Secretary

August 7, 2002

AUG 12 2002

Bob Nolen  
Specialized Polymers, Inc.  
1299 West Main Street  
Pensacola, FL 32501

Reference: NSF Standard 60

Dear Mr. Nolen:

Thank you for your fax dated August 7, 2002.

Additives and chemicals that conform with ANSI/NSF Standard 60 are currently acceptable to the Lee County Health Department for use in water treatment.

If you have any questions, please contact me at (239) 939-4245.

Sincerely,

A handwritten signature in cursive script that reads "Gary A. Maier".

Gary A. Maier, P.E.  
Director  
Environmental Engineering



LEE COUNTY HEALTH DEPARTMENT  
Judith Hartner, M.D., M.P.H.  
Director

REPLY TO: Environmental Engineering  
60 Danley Drive, Unit #1  
(239) 939-4245 Ft. Myers, Florida 33907



## PRAESTOL® ANIONIC/NONIONIC POLYMERS

PRAESTOL® anionic and nonionic polymers are organic synthetic flocculating agents based on the polymerization of acrylamide. The polymers are manufactured by STOCKHAUSEN in both solid and liquid grades and cover the complete range of charge from zero to fully anionic. They have been designed to cover the widest possible number of applications.

### Applications

1. Effluent treatment
  - primary and secondary clarifiers, alone or in conjunction with alum, iron salts or lime
  - phosphorus removal, in conjunction with inorganic coagulants
  - conditioning of high metallic content sludges prior to dewatering
  - papermill effluent
  - textile mill wastes
  - food processing wastes
  - petrochemical wastewater
  - steel mill effluent
2. Mineral processing
  - base metal sulfide concentrate thickening
  - iron ore tailings clarification
  - acid or neutral leach, electrolytic zinc
  - coal tailings clarification and dewatering
  - alkaline leach, nickel
  - copper tailings clarification
  - potash slimes thickening and clarification
  - phosphoric acid filtration
3. Other
  - brine clarification
  - lime/soda softening
  - sand and gravel washing
  - clarification of potable water (TR-grade)
  - sugar juice clarification

### Recommended Dosage Levels

Because of the diverse nature of the uses of PRAESTOL® nonionic and anionic polymers, the required dosage may be as low as 0.1 ppm or as high as 200 ppm. It is necessary, therefore, to determine the appropriate dosage level by means of laboratory "jar tests."

### Properties

A table of some important properties of the PRAESTOL® nonionic/anionic range can be found on the back of this sheet.

### Storage Stability

Solid grades in bags – more than 2 years  
Emulsion grades – 6 months after delivery  
0.5% solution – about 1 week  
0.1% solution – about 1 day

Storage of solid grade polymers should be in a cool, dry place; never above 110°F. Emulsion grades should be protected from frost and not stored for long periods at a temperature over 85°F.

### Toxicity and Handling

All PRAESTOL® polymers exhibit a very low degree of toxicity, and no special precautions are necessary when handling. However, since PRAESTOL® solutions are slippery, any product spilled on the floor should be soaked up with sand or sawdust, or washed away with a strong stream of water.

### Laboratory Solution Preparation

Even though PRAESTOL® granular grades are formulated to have excellent solubility in water, the granules must be thoroughly wetted to ensure that no lumps or gels will form. The most convenient method to prepare solutions in the lab is to stir rapidly, using either a magnetic or mechanical stirrer, 200 ml distilled or de-ionized water (below 100°F.) in a 500 ml beaker. Sprinkle 1.0 g solid polymer into the vortex and continue

to mix at moderate speed for 45-60 minutes to obtain a complete solution. This will result in a 0.5% solution.

For liquid/emulsion polymers, add 1.0 ml into the vortex of the water and continue to mix for 30 minutes. This will yield a 0.5% solution of polymer "as supplied." The actual active polymer concentration can be determined by multiplying 0.5% by the active content percentage given in the table of properties.

If kept in a cool and dark location, these "stock" solutions can be used for about one week. Before use, dilute the stock solution with distilled water to 0.1% or lower.

### Laboratory Polymer Screening

Before the correct polymer can be selected for plant use, a lab evaluation of the range of polymers is necessary. A convenient volume of waste water or slurry to be treated is 200 ml. The volume of 0.1% polymer solution to be added to give a required dosage can be determined by the following formula:

$$V = 20 \times S \times D$$

Where V is the no. of mls 0.1% polymer solution,  
S is the solids contents of the waste water or slurry as a % and  
D is the required dosage as a %.

Example: 200 ml slurry, containing 3.0% sludge solids, is to be dosed at 7 lb. per ton dry solids (0.35%).  
The no. of mls polymer solution to be added is  
 $20 \times 3.0 \times 0.35 = 21$ .

A very convenient and fast method for preliminary polymer screening is to select three polymers representing a wide spread in charge; e.g., PRAESTOL® 2500, 2515 and 2540. Also, select three dosages, again representing a wide range; e.g., 0.1%, 0.3%, 0.5%.

For each combination of polymer and dosage (nine in all), the method is as follows:

Place the required volume of 0.1% polymer solution in a clean 500 ml beaker. Place 200 ml of the slurry in a second 500 ml beaker. Transfer the contents of the second beaker to the first, then the first to the second, alternating back and forth a total of ten pours.

Finally, pour the beaker contents into a vacuum filter funnel, measuring the volume of filtrate collected in a graduated cylinder at timed intervals.

By comparing these volumes of filtrate, an idea of both polymer charge and dosage can be obtained. It is then a simple matter to "narrow in" on the correct polymer and dosage.

Alternatively, a standardized test graduated cylinder can be used. To 200 ml of slurry in the cylinder, being kept mechanically stirred, add the required volume of polymer solution to the surface of the slurry. After 15 seconds, switch off the stirrer and record the time required for the upper level of the flocculated solids to pass between an upper and lower mark on the test cylinder. The lower mark should be well above the zone of compression of solids. This method gives (1) the settling rate, (2) the final volume of settled solids, and (3) the supernatant clarity.

Other test methods can be suggested by your STOCKHAUSEN representative.

### Plant Operations

There are many systems available for polymer preparation and feeding, from a purely manual operation to very sophisticated completely automatic systems. Your STOCKHAUSEN representative can discuss individual requirements with you.

STOCKHAUSEN, INC. / 2401 Doyle Street / Greensboro, N.C. 27406 / Telephone (336) 333-3500 / Telefax (336) 333-3518

### NOTICE TO BUYER

The statements contained in STOCKHAUSEN'S technical data sheets, including all descriptions of products and methods, test results, and suggestions, are provided for your consideration only as general information reflecting STOCKHAUSEN'S experience with its products and are not to be construed to constitute any representation or warranty, express or implied, by STOCKHAUSEN. Users assume full responsibility for determining the appropriate application of any products, method, or suggestion and for adopting such precautions against damage to property or injury to persons as are necessary or advisable under the circumstances. No statement contained in STOCKHAUSEN'S technical data sheets is to be construed to constitute the permission, recommendation or encouragement of any use or application that may infringe any patents now or hereafter in existence. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

## TABLE OF PROPERTIES – PRAESTOL® ANIONIC/NONIONIC POLYMERS

### I. ANIONIC/NONIONIC PRAESTOL® EMULSION POLYMERS (MILKY DISPERSE LIQUID)

PRAESTOL® GRADE	ANIONIC CHARGE	ACTIVE CONTENT	DENSITY (GR/ML)	PRODUCT VISCOSITY (CP)	SOLUTION VISCOSITY 0.5% IN DIST. WATER <sup>(1)</sup> (CP)	SOLUTION VISCOSITY 0.5% IN 10% NaCl-BRINE <sup>(2)</sup> (CP)	FREEZING POINT (°C)	EFFECTIVE PH-RANGE
N3100LTR	NONIONIC	27%	1.03	<3000	>300	>300	-15	0-13
N3100KR	VERY LOW	27%	1.03	<3000	>300	>300	-15	0-13
A3010LTR	LOW	30%	1.04	<1700	>6500	>400	-15	1-13
A3025L	MEDIUM	32%	1.07	<4500	>5000	>175	-15	5-13
A3030L	MEDIUM	36%	1.09	<4000	>4000	>160	-15	5-13
A3040L	MEDIUM	31%	1.07	<3100	>8000	>400	-15	6-13
A3040LTR	MEDIUM	31%	1.07	<3100	>7300	>400	-15	6-13
A4040L	MEDIUM	40%	1.10	<2800	>9500	>400	-15	6-13
A3050L	HIGH	40%	1.13	<4000	>10000	>400	-15	6-13
A3095L	HIGH	37%	1.10	<2000	>5000	>200	-15	7-14

1): Brookfield RVT, No. 2 or 3 @ 5 RPM, referred to active substance

2): Brookfield RVT, No. 1 or 2 @ 10 RPM, referred to active substance

#### Operational Hints

1. Avoid use of aluminum and galvanized equipment for polymer solutions.
2. Use clean water, as free as possible from dissolved salts and solid impurities, and as close to neutral pH as can be supplied, for solution preparation.
3. Use metering pumps of the positive displacement or gear type for feeding polymer solutions. Avoid centrifugal pumps.
4. Avoid the use of natural or buna-n rubber in contact with the neat emulsion polymer.
5. Avoid high speed mixing for the neat product and solution. Propeller mixers should run less than 600 RPM and turbine mixers less than 60 RPM.

### II. ANIONIC/NONIONIC PRAESTOL® GRANULAR POLYMERS (SOLID GRADES)

PRAESTOL® GRADE	ANIONIC CHARGE	BULK DENSITY (LBS/CU. FT.)	SOLUTION VISCOSITY 0.5% IN DIST. WATER <sup>(1)</sup> (CP)	SOLUTION VISCOSITY 0.5% IN 10% NaCl-BRINE <sup>(2)</sup> (CP)	EFFECTIVE PH-RANGE
2500 / 2500TR	NONIONIC	41	>200	>140 / >60(TR)	0-13
2510	LOW	43	>300	>140	5-13
2515 / 2515TR	LOW	42	>2000	>180	5-12
2520	LOW MEDIUM	43	>3500	>180	6-13
2530 / 2530TR	MEDIUM	43	>5000	>200	6-13
2540 / 2540TR	MEDIUM	44	>4500	>200	6-13
2640	MEDIUM	43	>4000	>200	6-13

**Packaging** – All solid grade polymers are supplied in poly-lined multiwalled bags of net weight 50lbs. (23 kg.) or polypropylene big bags of net weight 1379 lbs. (625 kg.). Pallets are 25 bags (1250 lbs. net). All emulsion grade polymers are supplied in 55 gallon steel drums of net weight 450 lbs. or 275 gallon tote bins of net weight 2290 lbs.

**FR** – Grades are NSF-approved products for use in potable water applications.

Blue Environmental Laboratory  
Wewahitchka, Florida

August 15, 2002

Certificate of Analysis for Specialized Polymers, Inc.  
Praestol 2540 TR

Lot Number	Analysis	Result
Date of Mfg	0.5% Brine Viscosity	260
40319383	Gel content, m./L	5
08/07/02	Residual Monomer, %	0.02
	Anionic change	42.4

Praestol 2540 TR - Description: copolymer of acrylamide and sodium acrylate

Approved By:   
Marc A Monroe - Vice President

Product Manufactured in Greensboro, NC

*Specialized Polymers, Inc.*

*1299 West Main Street Pensacola, FL 32501*

*850-439-1146 office 850-439-1147 fax*

*1-800-742-4251*

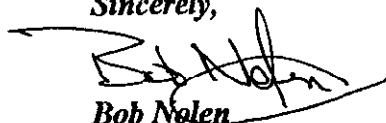
*Bob Nolen  
President*

*Patrick Nolen  
Vice President*

***August 15, 2002***

***Specialized Polymers, Inc. has had no accidents, releases, spills or National Response Center notifications in the past five (5) years.***

***Sincerely,***

A handwritten signature in black ink, appearing to read "Bob Nolen", with a long horizontal flourish extending to the left.

***Bob Nolen***

**President – Specialized Polymers, Inc.**

*Specialized Polymers, Inc.*

*1299 West Main Street Pensacola, FL 32501  
850-439-1146 office 850-439-1147 fax  
1-800-742-4251*

*Bob Nolen  
President*

*Patrick Nolen  
Vice President*

*August 15, 2002*

*Specialized Polymers, Inc. has had no contracts terminated early for safety, quality or service issues for any product it supplies over the past five (5) years.*

*Sincerely,*

A handwritten signature in black ink that reads "Bob Nolen". The signature is stylized with a large, sweeping initial "B" and a cursive "Nolen".

*Bob Nolen  
President – Specialized Polymers, Inc.*

Should Specialized Polymers, Inc. be awarded the contract for the waste water plants, training sessions will be held as follows:

Olga Water Treatment Plant  
September 4, 2002  
One session per shift

Corkscrew Water Treatment Plant  
September 5, 2002  
One session per shift

Green Meadows Water Treatment Plant  
September 6, 2002  
One session per shift

# Specialized Polymers, Inc.

## **Training Session Schedule**

- I. Introduction of Specialized Polymers, Inc. personnel
  - History of the company
  - Qualifications of company personnel
- II. Toxicity and Handling
- III. Laboratory Solution Preparation
- IV. Recommended Dosage Levels
- V. Storage
- VI. Plant Operations
- VII. Question and Answer Session

**Blue Septic Tank Service, Inc.**  
**Cason Environmental Services**  
**City of Abbeville WWTP**  
**City of Altamonte Springs WWTP**  
**City of Apopka WWTP**  
**City of Bartow WWTP**  
**City of Cocoa WWTP**  
**City of Cocoa Beach WWTP**  
**City of Fort Walton WWTP**  
**City of Holly Hill WWTP**  
**City of Lake City WWTP**  
**City of Lauderhill WTP**  
**City of MacClenny WWTP**  
**City of Mary Esther WWTP**  
**City of Ocoee WWTP**  
**City of Orange Beach WWTP**  
**City of Panama City Beach WWTP**  
**City of Rockledge WWTP**  
**City of St. Cloud WWTP**  
**Destin Water Users**  
**ECUA**  
**F.W.S. Deltona WWTP**  
**F.W.S. Springhill WWTP**  
**Holley Navarre WWTP**  
**NVOC Regional WWTP**  
**Okaloosa County**  
**City of Winter Garden WWTP**



To: Cheri Alexander  
From: Thomas Hill  
Date: September 16, 2002

Re: Formal Quotation No: Q-020657 Polymers

After reviewing the quotes and reading the letter you supplied from Calciquest dated September 10,2002 we have come to the following conclusions.

Ciba Specialty Chemicals and Ondo Nalco Company bid for 55-pound bags. In the specifications we asked for 50-pound bags. So we did not consider Ciba or Ondo as responsive bidders.

Calciquest's first product Calcifloc 2254G was the lowest bid for a proposed equal to the current product that we are using now (LC-214PWG made by Leahchem Industries). So we propose to award them the bid for this product. Although they still have to do the jar test and perform the "in plant" test at no cost to us.

Calciquest's next product Calcifloc 2244G was the lowest bid for a proposed equal to the current product that we are using now (LC-216PWG made by Leahchem Industries). So we propose to award them the bid for this product. Although they still have to do the jar test and perform the "in plant" test at no cost to us.

Calciquest next product Calcifloc 1020 was not the lowest bid to an equal product we are using now. (LC-910PWG made by Leahchem Industries)

Specialized Polymers Inc had the lowest bid for a proposed equal product we are using now. (LC-910PWG made by Leahchem Industries) Their product Praestol 2540TR was the lowest quoted price. Although they still have to do the jar test and perform the "in plant" test at no cost to us.

The jar testing for each plant can be set up as soon as the vendors would like to get started. The jar testing will have to be done a day at a time for each plant. So it will take at least four days to complete the jar testing. After the jar tests have been completed successfully, we then can move on to the "in plant" full-scale test. These tests will have to be staggered so if a plant has a major upset, another plant can help out. Each plant will have to have enough polymer supplied to them to do at least a three day full scale test, at no cost to Lee County Utilities. The polymer supplied will have to be a new bag with the proper labeling to assure quality control. No partial bags can be used.

Using the new quoted prices the following are the anticipated expenditures for a year.

Calcifloc 2154G - 13,5000 pounds at an annual cost of \$17,415 - \$1.29/pound

Calcifloc 2244G – 750 pounds at an annual cost of \$967.50 - \$1.29/pound

Praestol 2540TR – 12,500 pounds at an annual cost of \$16,625 - \$1.33/pound

Anticipated expenditure to Calciquiest inc. - \$18,382.50

Anticipated expenditure to Specialized Polymers - \$16,625

Total annual anticipated cost - \$35,007.50

Should you have any questions please call.