

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

Blue Sheet No. 20020837

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the award of **Formal Request for Quotation No.: Q-020438 Hydrogen Peroxide Solution Services for the Control of Sulfides in Wastewater** for the Lee County Utilities Division to the low quoter meeting specifications, Vulcan Chemical Technologies, Inc., dba Vulcan Performance Chemicals for the unit price of \$3.15 per gallon of hydrogen peroxide solution and \$0.25 per gallon for the equipment operation, maintenance sampling, monitoring and reporting services. 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 five (5) years, or until new quotes are taken and awarded. Also, request authority to renew this quote for one (1) additional five-year period 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 product and services to be utilized on an as needed, when needed basis for Lee County Utilities.

2. DEPARTMENTAL CATEGORY: 10
COMMISSION DISTRICT # CW

C 10 F

3. MEETING DATE:

8-6-02

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. AC-41
- CODE
- OTHER

6. REQUESTOR OF INFORMATION:

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

BY: Rick Diaz, Director

7/18/02

7. BACKGROUND:

On June 11, 2002, the Division of Purchasing received sealed quotations. On that date, five (5) responses were received, three were 'No Bids'. The quotations have been thoroughly reviewed and a recommendation is being made to award the quotation to the low quoter meeting specifications, Vulcan Chemical Technologies, Inc., dba Vulcan Performance Chemicals for the purchase and delivery of hydrogen peroxide solution (\$3.15/gallon) including the installation and use of all necessary feed equipment and for the equipment operation & maintenance, sampling, and monitoring and reporting services (\$0.25/gallon). Term of this quotation shall be in effect for five (5) year, or until new quotes are taken and awarded. Also, request authority to renew this quote for one (5) five-year period at the same terms and conditions if in the best interest of Lee County.

Anticipated expenditures are estimated at \$140,000.00 annually.

ATTACHMENTS:

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

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>J. Lavender</i> Date: <i>7-19-02</i>	<i>7-15-02</i> <i>J. Lavender</i>	N/A	N/A	<i>D. Owen</i> Date: <i>7/22/02</i>	QA	QM	Risk	GC	<i>J. Lavender</i> Date: <i>7-19-02</i>
					<i>7/22/02</i>	<i>7/22/02</i>	<i>7/23</i>	<i>7/23</i>	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED
COUNTY CLERK
7-22-02
10:15 AM
COUNTY ADMIN.
FORWARDED TO:
7/23

REC'D: *7/19/02*
by CO. ATTY.
3:05pm
CO. ATTY. *7/19/02*
FORWARDED TO:
Budget
10:15 AM

FORMAL QUOTATION #Q-020438

LEE COUNTY, FLORIDA TABULATION SHEET

OPENING DATE: 6/11/02

FOR

BUYER: CHERI ALEXANDER

HYDROGEN PEROXIDE SOLUTION SERVICES FOR THE CONTROL OF SULFIDES IN WASTEWATER

VENDORS

Vulcan Chemicals
Tech dba VPC

Lakepoint Environ
Group Byo-Gon

COMMODITY CODE 96896

Alternate Bid

1. Delivered Hydrogen Peroxide Solution
Product including the installation and use of
all necessary feed equipment

Specify product name

Perox 50

Byo-Gon, PX-109

Unit price per gal of 50% hydrogen peroxide
solution

\$3.15

\$2.71

2. Equipment operation and maintenance
sampling, monitoring and reporting services

NC

Specify product name

Unit price per gal of 50% hydrogen peroxide
solution

0.25

Total Cost

\$3.40

\$46,056.00

Deliver within calendar days

5 to 7

10

Local vendor preference

no

no

Modifications

no

yes

Quote signed

yes

yes

Submittals

yes

yes

NO BIDS

Kemiron

Ondeo Nalco

Vopak

POSTING TIME/DATE

FROM: /

UNTIL: /

BY:

ATTACHMENT 1

ATTACHMENT 2



LEE COUNTY
SOUTHWEST FLORIDA

PROJECT NO.: Q-020438

OPEN DATE: JUNE 11, 2002

AND TIME: 2:30 P.M.

PRE-BID DATE: MAY 30, 2002

AND TIME: 10:00 A.M.

LOCATION: PURCHASING

REQUEST FOR QUOTATIONS

TITLE:

HYDROGEN PEROXIDE SOLUTION SERVICES FOR THE CONTROL OF SULFIDES IN WASTEWATER

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

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

GENERAL CONDITIONS

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

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

1. SUBMISSION OF QUOTE:

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

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

2. **ACCEPTANCE**

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

3. **SUBSTITUTIONS**

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

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

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

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

5. **RECYCLED PRODUCTS**

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

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

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

7. **PRE-BID CONFERENCE**

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

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

8. **BIDDERS LIST MAINTENANCE**

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

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

9. **LEE COUNTY PAYMENT PROCEDURES**

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

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

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

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

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

10. **LEE COUNTY BID PROTEST PROCEDURE**

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

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

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

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

The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in

an amount equal to five percent (5%) of the total bid/quote/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

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

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

The Formal Written Protest shall contain the following:

- County bid/quote/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, 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 \$15,000.00 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
HYDROGEN PEROXIDE SOLUTION SERVICES
FOR THE CONTROL
OF SULFIDES IN WASTEWATER**

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: _____

Lee County Commodity Code: 96896

Description	Specify Product Name	Unit Price per Gallon Of 50% Hydrogen Peroxide Solution
1. Delivered Hydrogen Peroxide Solution Product Including The Installation And Use Of All Necessary Feed Equipment;		
2. Equipment Operation and Maintenance, Sampling, Monitoring and Reporting Services		
Total Cost		

TO BE (DELIVERED/STARTED) 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
HYDROGEN PEROXIDE SOLUTION SERVICES
FOR THE CONTROL
OF SULFIDES IN WASTEWATER**

PART 1 - GENERAL

1.1 SCOPE

1.1.1 General

The specification is to contract the SUPPLIER to provide 50% w/w hydrogen peroxide solution, for the purpose of reducing wastewater sulfide concentrations in the sewer collection system as part of the County's odor and corrosion control program. The SUPPLIER shall also provide all necessary feed equipment, monitoring and reporting services.

The scope of work shall include:

- Supply and deliver the 50% w/w hydrogen peroxide solution to the feed sites.
- Provide, install and maintain all necessary feed equipment to include but not limited to dual feed pumps, solution storage tanks, piping and valves, solution flow measuring devices, safety equipment and other appurtenances. Double walled containment must be provided for the hydrogen peroxide solution storage. The equipment shall remain the property of the SUPPLIER and shall be furnished for use at the feed site as long as the COUNTY purchases hydrogen peroxide solution from the SUPPLIER.
- Operate and maintain in proper working order all components of the feed system.
- SUPPLIER shall monitor and recommend feed rate adjustments to the COUNTY of the hydrogen peroxide solution product at these feed points to effectively remove odor and corrosion causing wastewater sulfides at the downstream control point to 1 mg/L or less. The COUNTY must first approve all feed rate adjustments.
- Provide sampling, monitoring and reporting services for cost-effective use of the hydrogen peroxide solution.

1.1.2 Feed Sites

The COUNTY currently has two feed sites, PS 332 (Custom Road) and PS 371 (Horizon Apartments) that are shown on the Attachment B. These feed sites have existing potable water and electrical service and fencing. SUPPLIER and the COUNTY shall monitor and adjust the feed rate of the hydrogen peroxide solution at these feed points to effectively remove odor and corrosion causing sulfides at the downstream control point. The COUNTY is not obligated to contract for any minimum quantity of hydrogen peroxide solution or minimum number of feed sites during the period of this contract. The COUNTY also reserves the right to increase the number of feed sites and provide 30 days notice to the SUPPLIER.

1.2 SUPPLIER

- 1.2.1 The SUPPLIER of the 50%w/w hydrogen peroxide solution shall be one recognized and established in the field of wastewater sulfide control.
- 1.2.2 The SUPPLIER shall be capable of providing on-site technical assistance within 24 hours of notification.
- 1.2.3 The SUPPLIER shall provide delivery of the hydrogen peroxide solution within 48 hours of order placement.
- 1.2.4 To the fullest extent permitted by law, the SUPPLIER shall indemnify and hold harmless the COUNTY, its

employees and agents, from and against all claims, damages, losses and expense, including reasonable attorney's fees, arising out of or resulting from the performance of the Supplier's operations under this contract.

1.3 SUBMITTALS:

1.3.1 Product Information

SUPPLIER shall submit the following product information:

- a. Technical specification of the composition of the hydrogen peroxide solution.
- b. Material Safety Data Sheet of the hydrogen peroxide solution.
- c. Test results of a Florida State certified laboratory showing the corresponding hydrogen peroxide strength, specific gravity and density.

1.3.2 Supplier's Experience

The SUPPLIER must provide a list of references currently using the hydrogen peroxide solution for the control of wastewater dissolved sulfides and hydrogen sulfide gas in sewer systems. The list shall contain telephone numbers and contact names.

- a. Reference Utility/Company, contact name, title, address and telephone number.
- b. Quantities of solution used in gallons per day.
- c. Description of the solution feed equipment installed.
- d. Number of year's hydrogen peroxide solution was used.

1.4 SUBSTITUTIONS

The 50% w/w hydrogen peroxide solution shall be provided in strict compliance with these specifications. Any bid for hydrogen peroxide solution with deviations from these specifications shall be considered non-responsive and shall not be considered.

1.5 CHANGING OF SUPPLIERS

The COUNTY shall coordinate with the current SUPPLIER and the successful bidder for the equipment change out activities to minimize discontinuation of hydrogen peroxide solution feed to 3 hours or less at the feed sites. This change out shall be performed during the low wastewater flow time of the day (2pm to 5pm).

PART 2 – PRODUCT, EQUIPMENT AND SERVICE REQUIREMENTS

2.1 PRODUCT REQUIREMENTS

2.1.1 Technical Requirements

- A. The material shall be a stabilized liquid phase solution comprising of 50%w/w hydrogen peroxide. It shall be delivered, stored, and fed into the wastewater via standard liquid-phase chemical handling procedures when delivered to the feed site. Following are the chemical and physical properties of the of 50%w/w hydrogen peroxide:

Active Oxygen	23.5%
Specific Gravity	1.19 @ 20°C
Density	9.98 lbs/gal @ 20°C

- B. The COUNTY will require the successful bidder to provide an analytical report of the active oxygen, specific gravity and density analyzed on a sample of the 50% w/w hydrogen peroxide solution at the start-up of the project. The SUPPLIER in the presence of COUNTY staff will take this sample. A Florida State Certified Laboratory must perform these analyses, and the SUPPLIER shall pay for the shipping and analytical cost of these analyses.

2.1.2 Safety Requirements

- A. Sara Title III Section 311/312, classifies hydrogen peroxide as an immediate health hazard and a fire hazard
- B. Transportation, storage and handling of the hydrogen peroxide solution must comply with all Federal, State and Local Department of Transportation, OSHA requirements, and any other applicable regulatory agencies requirements.
- B. The SUPPLIER and of all personnel handling the hydrogen peroxide solution shall adhere to all OSHA recommended safety procedures for the hydrogen peroxide solution.

2.2 EQUIPMENT REQUIREMENTS

2.2.1 Liquid Feed System

The storage and feed equipment material of construction shall be fully compatible with the 50%w/w hydrogen peroxide solution.

- A. The feed system panel shall be a NEMA 4 totally enclosed system, HOA, wired for 110-volt. System shall contain 2 pumps, with at least one pump controllable by a 24 hr timer, calibration cylinder, exhaust fan if needed and related piping, valves and appurtenances. System also contains anti-siphon/back pressure regulator, and is designed with leak containment.
- B. Pumps - Pumps shall be skid-mounted, portable, and capable of easy removal and transport. All parts of the pump in contact with the hydrogen peroxide solution must be compatible with the product. Piping shall include antiphon valve, backflow presenter, and pressure gauge. Each pump shall be wired for 110V AC/5 AMP and provided with a separate operational control system. All wiring and electrical work shall be performed in accordance with the National Electrical Code. All motors and control shall be rated for outdoor use and enclosed in adequately rated NEMA enclosures. One of the 2 chemical pumps shall also be wired for timer operation.
- C. Storage Tanks – All storage tanks shall be properly labeled prior to initial chemical fill. Tanks shall be constructed of a material fully compatible with the hydrogen peroxide solution. Provide solution storage tank for preferably 30 days storage, and at least 2 weeks storage.

Tanks for hydrogen peroxide solution storage shall be double wall constructed of polyethylene with special UV light stabilizers and no titanium or carbon based pigments (Phillips resin or eg.). High purity aluminum (5254) may also be used. Tank shall be equipped with stainless steel fill line, aluminum quick connects, and a 16" minimum combined manway and vent. Tank shall be rated for minimum 10-lbs./ gallon density. Tank level shall be monitored with an ultrasonic transducer with LED display.

- D. Piping, Valves, and Fittings - All materials shall be constructed of a material fully compatible with the hydrogen peroxide solution. All materials in contact with hydrogen peroxide solution shall be stainless steel with Teflon or Viton seals and O-rings. Vented ball valves are required to prevent internal pressure buildup. Pressure relief valves shall be used in lines where hydrogen peroxide could be trapped.
- E. Calibration Cylinder - Chemical feed system shall include a calibration tube used for measuring pump output.

2.3 SERVICE REQUIREMENTS

2.3.1 Feed Sites and Control Points

Attachment B shows the hydrogen peroxide solution feed sites and the downstream sulfide control points and the control levels required. The historic usage rate of hydrogen peroxide solution is 32 gallons per day for Pump station 332, and 14 gallons per day for Pump Station (Horizon) 371.

2.3.2 Sulfide Control Levels

The SUPPLIER must adjust the solution feed rate to achieve 1 mg/L or less of sulfides in the downstream control points as shown in Attachment B. The goal of 1 mg/L or less of sulfides in the wastewater is the result of an agreement between the City and COUNTY staff, to control odors in the County's portion of the flow entering the City of Fort Myers WWTP.

2.3.3 Residual Hydrogen Peroxide Monitoring

SUPPLIER must optimize feed rates such that residual hydrogen peroxide concentrations in the wastewater flow at the control points must not exceed 1 mg/L. This is especially important from the economics point of view and also to avoid excess hydrogen peroxide an oxidant, from entering the City's Bardenpho process, which has an anoxic zone as the first zone of treatment.

2.3.4 Monitoring and Reporting Frequency

Hydrogen peroxide feed equipment must be checked for proper operation at a frequency of once per week. Sampling for downstream dissolved sulfides, temperature and residual hydrogen peroxide in the wastewater and hydrogen sulfide gas at the control points shall be performed at a frequency of once per week. Monthly reports shall be submitted to the COUNTY within the first week of the month for the previous month's data. An annual report shall also be submitted.

PART 3 - EXECUTION

3.1 SULFIDE CONTROL PRODUCT DELIVERY

- 3.1.1 Tanker trucks equipped with state certified printing meters shall deliver the hydrogen peroxide solution. Printed meter tickets reflecting the amount of solution delivered shall be submitted to the COUNTY staff. COUNTY staff shall be given at least 24 hours notice, preferably 48 hours notice of the exact delivery time.
- 3.1.2 The SUPPLIER shall be responsible for the safe, clean delivery of the hydrogen peroxide solution into the storage tanks. The SUPPLIER shall provide prompt clean up of any spills made during delivery.
- 3.1.3 The SUPPLIER shall be responsible for the proper labeling of storage tanks in compliance with local, state and federal requirements. The SUPPLIER shall not deliver the hydrogen peroxide solution into any tank or vessel, which is not properly labeled.

3.2 EQUIPMENT INSTALLATION, START-UP, AND OPTIMIZATION

Equipment installation and start-up is the responsibility of the SUPPLIER. The SUPPLIER shall optimize the feed rate with approval from the COUNTY.

3.2.1 Routine Monitoring, Optimization, and Data Analysis

Routine monitoring is needed due to the changing conditions caused by seasonal variations or process changes within the system. This monitoring will provide the data necessary to adjust dosing levels to assure optimum sulfide control at minimum product costs. The SUPPLIER shall monitor the County's system weekly by collecting data to determine H₂S gas levels, wastewater dissolved sulfides, temperature, and residual hydrogen peroxide. This data shall be evaluated and monthly reports charting trends and showing control levels, shall be prepared and submitted to the COUNTY. Recommended changes in

dosing rates to control changing conditions shall also be provided to the COUNTY.

After reviewing the monthly monitoring data, the SUPPLIER shall determine the required feed rate changes to insure that the system optimization is being achieved. The COUNTY needs to first approve any increase in feed rates over the historic solution monthly use rates.

Provide an annual report summarizing by month, the amount of hydrogen peroxide delivered, the amount used, the feed rate of each pump, and the weekly H₂S gas levels, wastewater dissolved sulfides, temperature, and residual hydrogen peroxide at the control points for each feed site.

The COUNTY reserves the right to perform occasional independent checks on the Supplier's sampling activities and feed rates adjustments.

3.2.2 Sampling Methods

All samples collected for analysis will be grab samples. Acceptable methods of analysis are listed below:

<u>PARAMETER</u>	<u>METHOD</u>
Hydrogen sulfide, mg/l	Method 4500-8'D as described in Standard Methods for the Analysis of Water and Wastewater, 17th Ed.
Residual H ₂ O ₂	H ₂ O ₂ Residual as mg/L, Merck Quantofix Strips
Hydrogen sulfide in air, ppm	Draeger Model 1901, or equal
Wastewater Temperature	NBS calibrated thermometer

3.2.3 Equipment Maintenance

The SUPPLIER shall maintain all the storage and feeding equipment. Major and minor preventative maintenance shall be carried out on an on-going basis. To ensure the integrity of the hydrogen peroxide storage tanks, these tanks shall be replaced with new double walled containment every five-years of use.

3.2.4 Emergency Response

Should the COUNTY staff notice a leak developed with the Supplier's feed equipment, the COUNTY shall notify the SUPPLIER immediately. In such an instance, the SUPPLIER shall immediately take all necessary actions and assume all costs to stop the leak, clean up the spill and repair any damaged caused.

In the event the SUPPLIER finds a leak or spill of the feed equipment, the SUPPLIER shall immediately notify the COUNTY staff and the SUPPLIER shall be responsible for verbal and written notification of all applicable regulatory agencies within the required time frame. The SUPPLIER shall also be responsible for any regulatory fines incurred and assume all costs to stop the leak, clean up the spill and repair any damaged caused.

3.2.5 Safety Training

After the feeding equipment is in place, the SUPPLIER shall hold a safety training session for the COUNTY staff prior to start-up of the feed system. The COUNTY shall coordinate with the SUPPLIER to conduct safety training of all new personnel introduced into the work area on an as-needed basis. Safety equipment and training services shall meet all State and Federal government requirements.

4.0 CONTRACT PERIOD

The contract resulting from this solicitation shall be as specified in the TERM section of this Request for Quotations. During this time period, the COUNTY may order services as the requirements generate and the SUPPLIER will deliver the services. It is understood that the COUNTY is not obligated to purchase any specific quantity of hydrogen peroxide solution and services under this contract. If the COUNTY is unsatisfied with the performance of the Supplier's product or services, the COUNTY may cancel this contract, in whole or in part, by giving 30 days prior written notice to the SUPPLIER.

5.0 BID PRICE

The bid prices shall remain firm during the period of the contract. Prices shall be based on a cost per gallon for:

- Delivered 50% w/w hydrogen peroxide solution product including the installation and use of all necessary feed equipment.
- Equipment operation and maintenance, sampling, monitoring and reporting services.

6.0 TERM OF QUOTE

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

During this time period, the COUNTY may order services as the requirements generate and the SUPPLIER will deliver the services. It is understood that the COUNTY is not obligated to purchase any specific quantity of nitrate solution and services under this contract. If the COUNTY is unsatisfied with the performance of the Supplier's product or services, the COUNTY may cancel this contract, in whole or in part, by giving 30 days prior written notice to the SUPPLIER.

7.0 BID PRICE

The bid prices shall remain firm during the period of the contract. Quotes are to be based on firm prices delivered F.O.B., as directed to the location specified herein, Lee County, Florida.

Any water or wastewater system that Lee County Utilities acquires through contract operations or direct purchase shall receive the same price structure.

Prices shall be provided on Proposal Quote Form, page 10 on a per gallon cost basis for:

- Delivered 50% hydrogen peroxide solution product including the installation and use of all necessary feed equipment.
- Equipment operation and maintenance, sampling, monitoring and reporting services.

8.0 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 for this quote will be low quoter meeting specifications 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).

9.0 CONTRACT

A purchase order will serve as the contract.

10.0 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.

11.0 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.

12.0 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.

GUIDE "A"

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

Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law. Employees liability will have minimum limits of:

- \$100,000 per accident
- \$500,000 disease limit
- \$100,000 disease limit per employee

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

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

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

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

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

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

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

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

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

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

Yes _____ No _____

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

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 rd 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

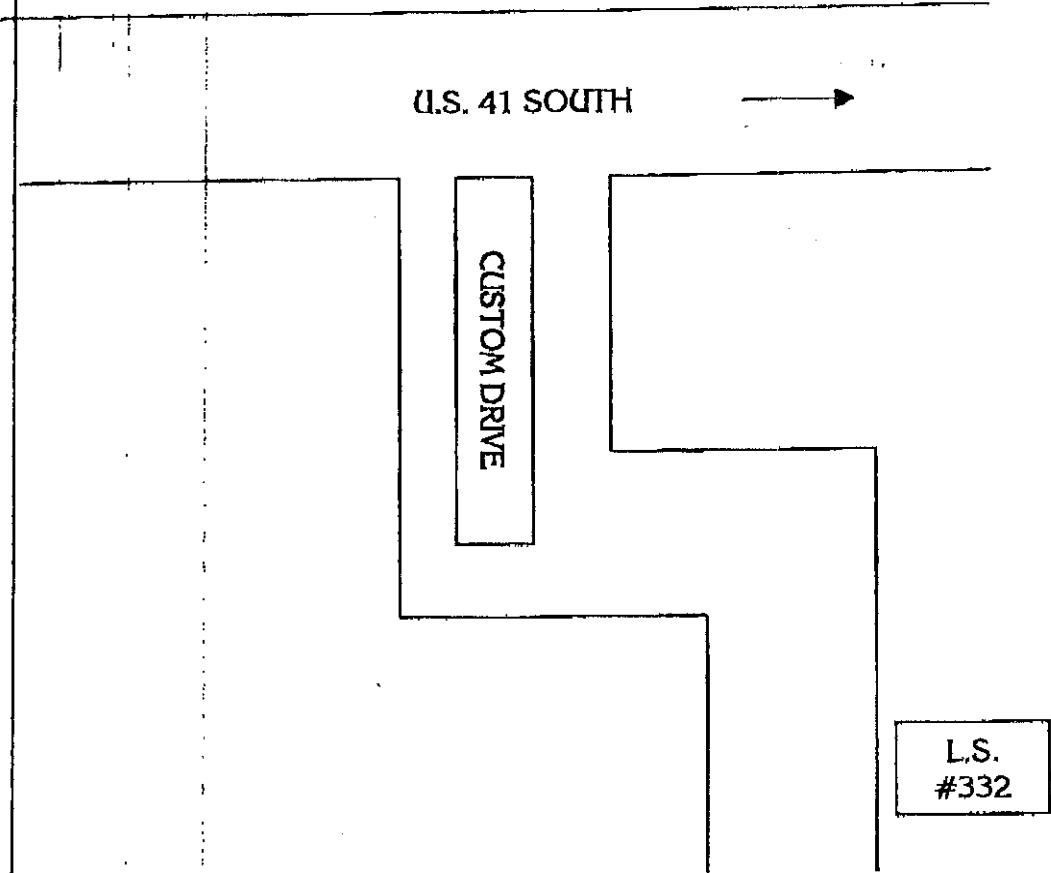
13. The quote will be mailed or delivered in time to be received no later than the specified opening date and time.
 (Otherwise quote cannot be considered or accepted.)

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:

ATTACHMENT B

LIFT STATION #332
CUSTOM DRIVE



US 41 SOUTH RIGHT ON CUSTOM DIRVE FOLLOW ROAD TO LEFT. LIFT STATION AT END OF ROAD ON THE LEFT SIDE.

LIFT STATION #371
HORIZON APARTMENTS

SUMMERLIN ROAD

5352

HORIZON APARTMENTS

LS.
#371

SUMMERLIN ROAD SOUTH OF BOY SCOUT DRIVE RIGHT AT HORIZONS APT
LIFT STATION LEFT SIDE OF COMPLEX ACROSS FROM 5352 BUILDING

ATTACHMENT 3

**LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR
HYDROGEN PEROXIDE SOLUTION SERVICES
FOR THE CONTROL
OF SULFIDES IN WASTEWATER**

DATE SUBMITTED: June 7, 2002
 VENDOR NAME: Vulcan Chemical Technologies, Inc., d/b/a
 Vulcan Performance Chemicals

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

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

The undersigned acknowledges receipt of Addenda numbers: NA

Lee County Commodity Code: 96896

Description	Specify Product Name	Unit Price per Gallon Of 50% Hydrogen Peroxide Solution
1. Delivered Hydrogen Peroxide Solution Product Including The Installation And Use Of All Necessary Feed Equipment;	Perox 50	\$3.15
2. Equipment Operation and Maintenance, Sampling, Monitoring and Reporting Services	XXXXXXXXXX	\$0.25
Total Cost		\$3.40

TO BE (DELIVERED/STARTED) WITHIN 5-7 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

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

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

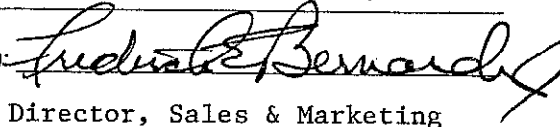
Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote 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 Vulcan Chemical Technologies, Inc., d/b/a
Vulcan Performance Chemicals

BY (Printed): Frederick E. Bernardin, Jr.

BY (Signature): 

TITLE: Director, Sales & Marketing

FEDERAL ID # OR S.S.# 76-0300400

ADDRESS: 1200 Urban Center Drive

Birmingham, AL 35242

PHONE NO.: 205-298-3502

FAX NO.: 205-298-2955

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: fred.bernardin@vul.com

REVISED: 7/28/00

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? 6

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

Vulcan Performance Chemicals is incumbent. Equipment to provide service is currently in place. Complete warehouse with additional equipment is available.

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

Vulcan Performance Chemicals leased chemical delivery truck and chemical delivery railcar. Chemical storage in Tampa and Ft. Lauderdale, Florida.

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

Yes X No _____

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

See attached. Additional documentation available upon request.



Performance Chemicals

TECHNICAL DATA SHEET

Oxidizer

PEROX-50

PEROX-50 is a strong oxidizer effective at controlling odor-causing sulfides and related oxidizable compounds in municipal wastewater systems.

TYPICAL PHYSICAL PROPERTIES

Appearance	Clear to colorless liquid
Odor	Slightly sharp odor
Boiling Point	114°C (237°F)
Solubility in Water	Complete
Specific Gravity	1.193 – 1.197 at 20°C (68°F)
Vapor Pressure	9 mm Hg @ 20°C (68°F)

Typical properties are listed for information only, and are not to be considered as specification requirements. These items are not analyzed on a routine basis.

TYPICAL APPLICATION

- Gravity mains < 5hrs Retention time (Rt.)
- Force mains < 5hr Rt.
- Lift station wetwells
- Solids processing
- Septage and leachate
- Ponds and lagoons
- Odor scrubbers

PEROX-50 is strong oxidizer effective in controlling sulfide and organic related odors in wastewater collection and treatment systems. PEROX-50 is typically applied to a wastewater system most frequently where there is a retention time of less than five hours and at least 30 minutes prior to the point where the hydrogen sulfide is released. PEROX-50 will oxidize the hydrogen sulfide present and in addition promote bio-oxidation of organic odors. PEROX-50 decomposes to oxygen and water adding dissolved oxygen to the system thereby reducing Biological Oxygen Demand (BOD).

SOLUTION PREPARATION

PEROX-50 can be added directly to the system creating the odors. PEROX-50 is generally applied using custom designed feed systems. PEROX-50 dose rates will vary with the application. For removal of sulfide a minimum of 1–3 mg/L of PEROX-50 is required to effectively remove 1 mg of sulfide.

For additional treatment information, including dosage specific to your application, please contact your Vulcan Performance Chemicals representative.

MATERIAL SAFETY DATA SHEET

Page: 1
 DATE PREPARED: 03/02/2001
 MSDS No: 60121-001
HYDROGEN PEROXIDE, 50%

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: HYDROGEN PEROXIDE, 50%
 PRODUCT CODE: 061160020

MANUFACTURER
 Vulcan Performance Chemicals
 5544 Oakdale Road, S.E.
 Smyrna, GA 30082
 Customer Service: (404) 696-6711

24 HR. EMERGENCY TELEPHONE NUMBERS
 CHEMTREC (800) 424-9300
 Emergency Phone (800) 962-6296

2. COMPOSITION / INFORMATION ON INGREDIENTS

Components of this mixture may be proprietary information. In the event of a medical emergency, compositional information will be provided to a physician or nurse.

This product is hazardous as defined in 29 CFR1910.1200, based on the following compositional information:

Chemical Name	Wt. %	CAS#
Hydrogen Peroxide		7722-84-1

Components with Exposure Limits:

	TWA	EXPOSURE LIMITS					
		OSHA PEL ppm	mg/m ³	ACGIH TLV ppm	mg/m ³	Supplier OEL ppm	mg/m ³
Hydrogen Peroxide		1		1			

COMMENTS:
 Immediately Dangerous to Life or Health
 Hydrogen Peroxide IDLH: 75 ppm

3. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW

PHYSICAL APPEARANCE:
 Clear, colorless liquid with slightly sharp odor

**HYDROGEN PEROXIDE
REFERENCES**

<p>CAMDEN COUNTY MUNICIPAL UTILITIES AUTHORITY 1645 Ferry Avenue Camden, NJ 08101 <i>Mike Weaver</i> 856-541-5200 (x308)</p>	<p>SANITARY DISTRICT OF DECATUR, ILLINOIS 501 Dipper Lane Decatur, IL 62522 <i>Gary Hornickel</i> 217-422-6931</p>
<p>VILLAGE OF FOX LAKE ILLINOIS NW Regional Water Reclamation Facility 200 Industrial Drive Fox Lake, IL 60020 <i>Steve Vella</i> 847-587-8402</p>	<p>NORTH SHORE SANITARY DISTRICT P.O. Box 750 Wm. Koepsel Drive Gurnee, IL 60031 <i>Brian Dorn</i> 847-623-6060</p>
<p>JACKSONVILLE ELECTRIC AUTHORITY (JEA) 21 W. Church Street Suite 103 6th Floor Customer Center Jacksonville, FL 32202 <i>Colin Groff</i> 904-759-9832</p>	

ATTACHMENT

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From: Rick Diaz
To: Alexander, Cheri
Date: 6/26/02 1:34PM
Subject: Fwd: FORMAL QUOTE # Q-020438 HYDROGEN PEROXIDE SOLUTION FOR THE CONTROL OF SULFIDES IN WASTEWATER

Cheri, Please proceed with the award to Vulcan. Thanks, Rick.