

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

Blue Sheet No. 20040077-UTL

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve award of Formal Quotation Q-040087, the purchase of Chlorine for Utilities for various Water and Wastewater Treatment Plants, to the low quoter meeting all specifications requirements, Brenntag Mid-South, at the prices listed on the attached Lee County tabulation sheet. 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 four (4) additional one-year periods at the same terms and conditions if in the best interest of Lee County. Lee County Utilities estimates spending \$90,000.00 annually for chlorine. Annual estimated savings to the taxpayers; \$3,000.00.

**WHY ACTION IS NECESSARY:** As this expenditure will exceed \$50,000.00; Board approval is required.

**WHAT ACTION ACCOMPLISHES:** Provides the purchase of chlorine on an as needed basis for various Lee County Water and Wastewater facilities within the Lee County Utilities Department.

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

*C10F*

**3. MEETING DATE:**

*02-10-2004*

**4. AGENDA:**

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

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

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

**6. REQUESTOR OF INFORMATION:**

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

BY: *Rick Diaz, P.E., Director*

*1/22/04*

**BACKGROUND:** Sealed quotes were received by the Division of Purchasing On December 16, 2003. On that date five (5) responses were received. Two (2) were "no bids". After review, recommendation was made to award to the low quoter meeting all specification requirements, Brenntag Mid-South. Funding will come from the individual department or division's budget whom will be responsible for monitoring their individual expenditures.

Funds are available: Acct Strings OD53627-5240; OD53625-5240; OD53628-5240; OD53651-5240; OD53601-5240; OD53620-5240; OD53626-5240; OD53629-5240

**Please see attachments:**

- (1) Tabulation Sheet
- (2) Specifications
- (3) Brenntag Mid-South Quotation
- (4) Departments 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>1-29-04</i>	<i>Janet Sheehan</i> <i>1-21-04</i>	N/A		<i>J. Lavender</i>	<i>APM 1/27/04</i>				<i>J. Lavender</i> Date: <i>1-29-04</i>
					OA	OM	Risk	GC	
					<i>1/26/04</i>	<i>1/27/04</i>	<i>1/27/04</i>	<i>1/27/04</i>	

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by COUNTY  
Date: *1/26/04*  
Time: *11:20 am*  
Forwarded To:  
*Admin. 1-26-04*  
*1:10*

RECEIVED BY  
COUNTY ADMIN: *1/26/04*  
*3:02 pm SCL*  
COUNTY ADMIN  
FORWARDED TO: *1/28/04*  
*9 AM*

**MEMORANDUM  
FROM  
THE DIVISION OF PURCHASING**

DATE: January 20, 2004

*Janet Sheehan*

TO: RICK DIAZ  
UTILITIES DIRECTOR

FROM: JANET SHEEHAN, CPPB  
PURCHASING DIRECTOR

RE: BLUE SHEET # 20040077

PROJECT: Chlorine for Utilities

TYPE: Project # Q-0040087

AWARDED TO: Brenntag Mid-South

When you have finished your review of this package, please forward it to Kristie Kroslack in the County Attorney's Office.

If there are any questions or concerns with this package, please contact Chevone Peterson at 344.5450.

FORMAL QUOTATION #Q-040087	LEE COUNTY, FLORIDA TABULATION SHEET		
OPENING DATE: December 16, 2003	FOR		
BUYER: Chevone Peterson	CHLORINE FOR UTILITIES		
VENDORS	HARCROS CHEMICALS INC	BRENNTAG MID SOUTH	DPC ENTERPRISES
TOTAL COST 1 TON CYLINDERS	\$44,034.00	\$48,732.00	\$48,954.00
MIN ORDER QUANTITY	6 TONS	SEE BELOW	20 x 150 lb cylinders
TOTAL COST 150# CYLINDERS	N/B	39,270.00	39,270.00
GRAND TOTAL COST	44,034.00	87,732.00	88,224.00
Deliver within calendar days	5-7 DAYS	10	7
Deliver with own vehicle	YES	YES	YES
Local Vendor Preference	NO	NO	NO
Modifications	YES *	YES *	YES *
Signed	YES	YES	YES
Meet Specifications	**NO	YES	YES
<b>NO BIDS</b>	* #16 Authority to piggy back for Lee County only. Other Florida entities by mutual agreement only	* Minimum quantity of 10 tons in combination when delivering to the following locations: Green Meadows Water Plant Waterway Water Plant Olga WTP	* Piggybacking outside of Lee County will be reviewed on a case by case basis.
HOWCO ENVIRONMENTAL SERVICES			
CUES	** Vendor did not quote on all items		
POSTING TIME/DATE			
FROM: _____ / _____			
UNTIL: _____ / _____			
BY: _____			

ATTACHMENT 1



LEE COUNTY  
SOUTHWEST FLORIDA

PROJECT NO.: Q-040087

OPEN DATE: DECEMBER 16, 2003

AND TIME: 2:30 P.M.

PRE-BID DATE: DECEMBER 9, 2003

AND TIME: 10:00 A.M.

LOCATION: 1825 HENDRY STREET  
3<sup>RD</sup> FLOOR  
FORT MYERS, FL 33901

# REQUEST FOR QUOTATIONS

**TITLE:**

**ANNUAL PURCHASE OF CHLORINE**

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PURCHASING

**MAILING ADDRESS**

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

**PHYSICAL ADDRESS**

1825 HENDRY STREET, 3<sup>RD</sup> FLOOR  
FORT MYERS, FL 33901

BUYER: CHEVONE PETERSON  
PHONE NO.: (239) 344-5450

**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 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 by the County and is to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. **SUBSTITUTIONS**

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equality. However, if a product other than that

specified is quote, it is the vendor's responsibility to name such product with his quote and to prove to the County that said product is equal to the product specified. Lee County **shall** be the sole judge as to whether a product being offered by the quoter is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation require only a specific product as stated in the detailed specifications.)

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

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

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

5. **RECYCLED PRODUCTS**

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

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

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

7. **PRE-BID CONFERENCE**

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

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the quoter to

ensure that they are represented at the pre-bid. Only those quoters who attend the pre-bid conference will be allowed to quote on this project.

8. **BIDDERS LIST MAINTENANCE**

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

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

9. **LEE COUNTY PAYMENT PROCEDURES**

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

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

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

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

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

10. **LEE COUNTY BID PROTEST PROCEDURE**

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



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

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

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

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

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

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

The Formal Written Protest shall contain the following:

- County bid/quote/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, statutes, or constitutional provisions, which entitle the affected party to relief.

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

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

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

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

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

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

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

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

11. **PUBLIC ENTITY CRIME**

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

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

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

13. **MATERIAL SAFETY DATA SHEETS**

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

14. **MISCELLANEOUS**

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

15. **WAIVER OF CLAIMS**

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

16. **AUTHORITY TO PIGGYBACK**

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

17. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

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

c) **Disadvantaged Business Enterprises**

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

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

d) **Anti-Discrimination**

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

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

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

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

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

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

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

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

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

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

18. **AUDITABLE RECORDS**

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

19. **DRUG FREE WORKPLACE**

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

20. **REQUIRED SUBMITTALS**

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

21. **TERMINATION**

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

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

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

22. **CONFIDENTIALITY**

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

23. **ANTI-LOBBYING CLAUSE**

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

24. **INSURANCE (AS APPLICABLE)**

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

**LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR THE ANNUAL PURCHASE OF  
CHLORINE FOR UTILITIES**

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:

\_\_\_\_\_

**GRAND TOTAL : \$** \_\_\_\_\_

WILL YOU DELIVER WITH YOUR OWN VEHICLE AS OPPOSED TO COMMON CARRIER?

YES \_\_\_\_\_ NO \_\_\_\_\_

**CHLORINE**

Specify product name : \_\_\_\_\_

\$ \_\_\_\_\_ EA. X 123 (1 ton cylinders) = Total Cost \$ \_\_\_\_\_

Specify product name : \_\_\_\_\_

\$ \_\_\_\_\_ EA. X 748 (150# cylinders) = Total Cost \$ \_\_\_\_\_

MINIMUM ORDER QUANTITY: \_\_\_\_\_

**GRAND TOTAL COST \$** \_\_\_\_\_



TO BE 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.

FORMAL QUOTATION NO.: Q-040087  
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

FORMAL QUOTATION NO.: Q-040087  
LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS  
FOR THE ANNUAL PURCHASE OF  
CHLORINE FOR UTILITIES

SCOPE

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

TERM OF QUOTE

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

DELIVERY REQUIREMENTS

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

The County reserves the right to add or delete delivery sites at its discretion at anytime throughout the term of this quote.

Delivery driver must present a photo I.D. upon delivery. The I.D. must show that the driver is an employee of either the trucking company or the awarded vendor. All personnel making deliveries must wear the appropriate personal protective equipment (PPE as required by the MSDS).

Lee County Utilities reserves the right to refuse a delivery if that delivery is not in the proper timeframe; the vendor has improper equipment to offload the delivery; and/or is taking improper safety precautions or has malfunctioning equipment.

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 the low quoter meeting specifications at Lee County's sole discretion, with the lowest **grand total** cost. Vendors will need to quote on both one ton cylinders and 150# cylinders in order to be considered for award.

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).

SUBMITTALS

Vendor must have written proof of conformance as required in technical specifications.

NATIONAL RESPONSE CENTER

The bidder shall 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.

The bidder shall also provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for any product it supplies over the past five years. Failure to disclose references, terminations, or safety incidents will result in Bidder being disqualified from bidding on this product.

For purposes of this Bid, the term “Bidder” shall be defined as the vendor submitting the proposal and shall include all subsidiaries, affiliates, and subcontractors. As such, any requested documentation shall apply to all subsidiaries and affiliated companies as well as any subcontractors. In the event that a vendor is using a subcontractor to either manufacture or deliver the product, the requested items (e.g., references, terminations, and safety incidents) shall apply to the subcontractor as well.

MINIMUM ORDER QUANTITIES

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

PRICE ESCALATION

If the awarded vendor(s) experiences a major price increase from suppliers for items in this quotation, the vendor may submit a written request to increase pricing. All information necessary to review and analyze the request must be submitted to Lee County Purchasing. Lee County shall have the right to grant the price increase, or re-quote, at the County’s sole discretion. Should prices decrease, the same procedure shall apply.

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.

SAFETY

The supplier's truck must be equipped to safely handle and unload product/products.

DELIVERY LOCATIONS AND CONTACTS

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

Phone: (239) 267-1151  
Fax: (239) 267-7105  
Contact Person: Val Sikora

Waterway Water Plant  
4271 Saint Claire Ave  
Fort Myers, FL 33903

Phone: (239) 995-1861  
Fax : (239) 995-0098  
Contact Person: Lenny Sword

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

Phone: (239) 936-0247  
Fax: (239) 936-0549  
Contact Person: Val Sikora

Gateway Services WWTP  
13240 Commerce Lakes Drive  
Fort Myers, FL 33913

Phone: (239) 229-8698  
Contact Person: Richard Blasetti

San Carlos WWTP  
19910 S. Tamiami Trail  
Estero, FL 33928

Phone: (239) 267-0387  
Contact Person: Jim McPhillips

Three Oaks WWTP  
18521 Three Oaks Pkwy.  
Fort Myers, FL 33912

Phone: (239) 267-0387  
Contact Person: Jim McPhillips

Olga WTP  
1450 Werner Drive  
Alva, FL 33920

Phone: (239) 694-4038  
Fax: (239) 694-2370  
Contact Person: John Gibson

Pine Island WWTP  
6928 Stringfellow Road  
St. James City, FL 33956

Phone: (239) 282-0025  
Fax: (239) 282-0026  
Contact Person: Mario Beachamp

DESIGNATED CONTACT

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

CONTRACT

A purchase order will serve as the contract. If your firm will require Lee County to sign a contract of any type, please include that contract with your quotation.

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.).

All Chemicals must be approved by the National Sanitation Foundation as applicable.  
**Please provide written proof with your quote package.**

All products shall be provided exactly as specified. Any variations will not be accepted.

SUMMARY REPORTS

Upon completion of each six-month period of the quote, the awarded vendor(s) 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.

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.

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.

**TECHNICAL SPECIFICATIONS**

**CHLORINE**

**A. Description - AWWA B 301-81**

Chlorine is very toxic and corrosive and must be handled in a manner conforming strictly to the safety rules pertaining to Chlorine. Chlorine is a greenish-yellow gas used primarily as a bactericide in the treatment process.

**B. Physical Properties**

1. Boiling point: > or = -29 degrees F
2. Freezing point: -150 degrees F
3. Specific gravity (H (2) 0 =1): > or = 1.4000 at 60 degrees F
4. Vapor pressure (mm hg.): n/d
5. Vapor density (air = 1): > or + 2.5000
6. Evaporation rate (nA = 1): n/d
7. Solubility in water 1%
8. Percent volatile by volume: > or + 100.00
9. PH: aqueous approximately > or + 5.000
10. Appearance: liquefied gas under pressure

**C. Packaging**

Chlorine shall be supplied as a compressed, liquefied gas, delivered to the designated plant, storage or re-pump facility, in either one-(1) ton or 150 pound cylinders. Designation of the location for delivery and container size will be as shown on an approved purchase order. The containers shall be maintained, reconditioned and filled with chlorine in strict conformance with the latest edition of the "Container Procedure at Chlorine Packaging Plant", issued by the Chlorine Institute, Inc.

**D. Delivery Locations**

All chlorine deliveries shall be made to the designated in-plant storage facilities. All empty containers must be picked up when a delivery of full cylinders is made to the designated location.

Waterway Estates WTP (tons)  
4271 St. Clair Ave. W.  
North Fort Myers, FL 33903

Olga WTP (tons)  
1450 Werner Drive  
Alva, FL 33920

Green Meadows WTP(tons)  
13001 Alico Road  
Fort Myers, FL 33913

Pine Island WWTP (150# cyl.)  
6928 Stringfellow Road  
Pine Island, FL 33956

College Parkway WTP (150# cyl.)  
7401 College Parkway  
Fort Myers, FL 33907

Gateway Services WWTP (tons)  
13240 Commerce Lakes Dr  
Fort Myers, FL 33913

San Carlos WWTP(150# cyl)  
19910 South Tamiami Trail  
Estero, FL 33928

Three Oaks WWTP (150# cyl)  
18521 Three Oaks Parkway  
Fort Myers, FL 33912

**E. Amount**

Estimated usage annually - 123 (1 ton cylinders) and 748 (150# cylinders)

**F. Delivery Time**

Shipments will be FOB Destination, and received between the hours of **8:00 AM and 4:00 PM, Monday through Friday**, within three (3) working days after verbal receipt of the order from Lee County Utilities. **Pine Island WWTP delivery hours are between 11:00 AM and 2:00 PM. College Parkway delivery by appointment only.**

**G. Delivery Amounts/Requirements**

Green Meadows WTP;  
min/max 5-10 tons per delivery, cherry picker is required

Waterway Estates WTP;  
min/max 1 ton per delivery, cherry picker is required

Gateway Services WWTP;  
min/max 1- 4 ton cylinders per delivery, no special requirements

Pine Island WWTP;  
min/max 8 cylinders per delivery, liftgate truck is required

Olga WTP;  
min/max 1 ton per delivery, cherry picker is required

San Carlos WWTP;  
min/max 5-20 cylinders per delivery, liftgate truck is required

College Parkway WTP;  
min/max 2-6 cylinders per delivery, liftgate truck is required

Three Oaks WWTP;  
min/max 5-20 cylinders, liftgate truck is required

**H. Successful Bidder Emergency**

The successful bidder shall have a qualified representative who shall be available within fifteen minutes by telephone and six (6) hours on-site, in case of emergency (i.e., leak). A twenty-four hour telephone number must be provided.



**I. Quality of Cylinders**

All cylinders delivered to Lee County must meet standards as set forth by all applicable regulatory and departmental agencies. Cylinders that have visual signs of corrosion, dents or defects will not be accepted upon delivery.

**The supplier shall, at his expense, provide the County with technical assistance as described below:**

Safety seminars for County Staff, to be held at the facilities using chlorine. These seminars are to include operator training on the safe use of chlorine, and proper response to chlorine leaks that meet the federal and state safety and right to know training requirements. There shall be at least one (1) seminar per year, at each facility with one (1) additional seminar per facility if requested by the County at no additional cost to the County. These seminars are to be conducted by properly trained personnel, experienced in chlorine handling and leak response. Failure to respond to a request for technical assistance within thirty (30) working days shall be sufficient grounds to cancel this contract."

Session dates, times and course outlines shall be submitted by the supplier as part of their bid package, and approved by the County. The awarded supplier shall provide a letter certifying that the course outline meets the requirements listed above. Failure to provide this services will be considered a default of the contract. The awarded supplier will be responsible for travel, lodging, meals and training materials costs.

**J. Safety**

The supplier's truck must be equipped to safely handle and unload chlorine to the designated storage site.

**MAJOR CONTRACT** - where unusual hazards exist, or where contracts which exceed three-hundred-sixty-five (365) calendar days in duration, or where the project costs exceed \$500,000.

1. Insurance Requirements: *These are minimum requirements, which are subject to modification in response to operations involving a higher level of loss exposure.*

a. Workers' 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. Employers' liability will have minimum limits of:

\$1,000,000 per accident  
\$1,000,000 disease limit  
\$1,000,000 disease limit per employee

b. 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:

\$1,000,000 bodily injury per person (BI)  
\$3,000,000 bodily injury per occurrence (BI)  
\$1,000,000 property damage (PD) or  
\$3,000,000 combined single limit (CSL) of BI and PD

c. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 bodily injury per person (BI)  
\$3,000,000 bodily injury per occurrence (BI)  
\$1,000,000 property damage (PD) or  
\$3,000,000 combined single limit (CSL) of BI and PD

*\*The required limit of liability shown in Major Contracts: 1.a; 1.b; 1.c; may be provided in the form of "Excess" or "Commercial Umbrella Insurance Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

2. Verification of Coverage:

a. Ten (10) days prior to the commencement of any work under the contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

1. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials@ will be named as an “Additional Insured” on the General Liability policies.***
2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

3. Special Requirements:

- a. An appropriate “Indemnification” clause shall be made a provision of the contract.
- b. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

FORMAL QUOTATION NO.: Q-040087  
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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FORMAL QUOTATION NO.: Q-040087

LEE COUNTY PURCHASING - 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:

<b>MAILING ADDRESS</b>		<b>PHYSICAL ADDRESS</b>
Lee County Purchasing		Lee County Purchasing
P.O. Box 398	or	1825 HENDRY STREET, 3 <sup>RD</sup> FLOOR
Ft. Myers, FL 33902-0398		Ft. Myers, FL 33901
- 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 THE ANNUAL PURCHASE OF  
CHLORINE FOR UTILITIES

DATE SUBMITTED: 12/15/03

VENDOR NAME: Brenntag Mid-South

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:

\_\_\_\_\_

GRAND TOTAL : \$ 87,732.00

WILL YOU DELIVER WITH YOUR OWN VEHICLE AS OPPOSED TO COMMON CARRIER?

YES  NO

CHLORINE

Specify product name : Chlorine

\$ 394.00 EA. X 123 (1 ton cylinders) = Total Cost \$ 48,462.00

Specify product name : Chlorine

\$ 52.50 EA. X 748 (150# cylinders) = Total Cost \$ 39,270.00

MINIMUM ORDER QUANTITY: See Modifications

GRAND TOTAL COST \$ 87,732.00

TO BE STARTED WITHIN 10 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:

*Minimum quantity of 10 tons in combination when delivering to the following locations.*

- *Green Meadows Water Plant*
- *Waterway Water Plant*
- *Olga WTP*

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.

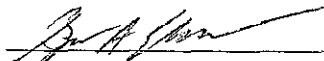


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FIRM NAME Brenntag Mid-South

BY (Printed): Boyce A. Elledge

BY (Signature): 

TITLE: District Operations Manager

FEDERAL ID # OR S.S.# 61-054545

ADDRESS: 250 Central Florida Parkway

Orlando, FL 32824

PHONE NO.: 407-857-9310

FAX NO.: 407-851-3512

CELLULAR PHONE/PAGER NO.: 321-239-7713

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

E-MAIL ADDRESS: Orlando@brenntag.com

REVISED: 7/28/00

Fax

**BRENNTAG**  
Stinnes Logistics 

03 DEC 29 AM 10: 10

To: Chevone Peterson

From: Bryce Elledge  
Brenntag Mid-South, Inc.

Fax: 239-344-5460

Fax: (407) 851-3512

Date: 12/23/03

Telephone: (407) 857-9310

Number of pages: 14

E-Mail: belledge@brenntag.com

Chevone,

Attached you will find:

The required submittals for Bid # Q-040087.  
MSDS for Chlorine  
Typical COA and Specification sheet designating NSF certification.

Safety incidents in the last 5 years consist of :

5/11/00 – 900# chlorine release from a one ton cylinder at the Brenntag Orlando facility , 250 Central FI Pkwy, Orlando FI 32824.

6/23/03 – Sodium Hypochlorite 10% solution storage tank rupture at the Brenntag Orlando facility , 250 Central FI Pkwy, Orlando FI 32824. Loss of 1000 gl into an onsite retention pond.

Please call me with any questions.

Merry Christmas,

Bryce Elledge

**Submittals for Lee County Bid # Q-040087**

**Technical Spec : H (Successful Bidder Emergency)**

- Local Emergency Contact Name: Bryce Elledge (321) 239-7713
- 24 Hour # 207-830-1222

**Technical Spec: I (Quality of cylinders)**

Chlorine safety seminars will be conducted within 60 days of acceptance of the bid as agreed upon by Lee County and Brenntag. The training dates and times will be arranged to best suit Lee County's Schedule.

The seminar should last around 2-3 hours.

Course Outline: Chlorine Safety and Right to Know

- 1) Video and instructional training on the general properties of Chlorine and safe handling of Chlorine cylinders.
- 2) Video and instructional Training on Emergency response to chlorine leaks.
- 3) Hands on instruction with Emergency A & B kits.
- 4) Question and answer secession.
- 5) Testing on material covered in Seminar.

OCEAN NETWORK EMERGENCY PHONE 1-888-2891-911

THIS MATERIAL SAFETY DATA SHEET (MSDS) HAS BEEN PREPARED IN COMPLIANCE WITH THE FEDERAL OSHA HAZARD COMMUNICATION STANDARD, 29 CFR 1910.1200. THIS PRODUCT MAY BE CONSIDERED TO BE A HAZARDOUS CHEMICAL UNDER THAT STANDARD. (REFER TO THE OSHA CLASSIFICATION IN SEC.I.) THIS INFORMATION IS REQUIRED TO BE DISCLOSED FOR SAFETY IN THE WORKPLACE. THE EXPOSURE TO THE COMMUNITY, IF ANY, IS QUITE DIFFERENT.

**I - PRODUCT IDENTIFICATION**

Product Name:	Chlorine
Synonyms:	None
Chemical Family:	Halogen
Formula:	Cl <sub>2</sub>
Use Description:	Chlorinating and oxidizing agent, disinfectant, organic synthesis, water and wastewater treatment, plastics, pharmaceuticals
Hazard Classification:	Irritant or corrosive; skin, eye and lung hazard; toxic by inhalation; compressed gas; oxidizer
Revision No.:	1
Revision Date:	5/10/99
Product Codes:	105015, 105189
File No.:	MSDS0100

**II - COMPONENT DATA**

*Product Composition*

CAS or Chemical Name:	Chlorine				
CAS Number:	7782-50-5				
Percentage Range:	98-100 Volume percent				
Hazardous Per 29 CFR 1910.1200:	Yes				
Exposure Standards:	OSHA (PEL)		ACGIH (TLV)		
		ppm	mg/m <sup>3</sup>	ppm	mg/m <sup>3</sup>
	TWA:	None	None	0.5	1.5
	CEILING:	1	3	None	None
	STEL:	None	None	1	2.9

**III - PRECAUTIONS FOR SAFE HANDLING AND STORAGE**

DO NOT TAKE INTERNALLY. AVOID CONTACT WITH SKIN, EYES AND CLOTHING. UPON CONTACT WITH SKIN OR EYES, WASH OFF WITH WATER. DO NOT BREATHE GAS OR VAPOR.

**STORAGE CONDITIONS:**

Store in a cool, dry, well-ventilated place.  
DO NOT STORE AT TEMPERATURES ABOVE: 59 Deg.C (140 Deg.F)

**PRODUCT STABILITY AND COMPATIBILITY:**

SHELF LIFE LIMITATIONS:	Indefinite
INCOMPATIBLE MATERIALS FOR PACKAGING:	NOTICE - Should not be repackaged except by qualified and trained personnel.
INCOMPATIBLE MATERIALS FOR STORAGE OR TRANSPORT:	Alkalis, reducing agents, organic materials

**IV - PHYSICAL DATA**

Appearance:	Greenish liquid or gas
Melting Point:	-101 Deg.C (-149 Deg.F)
Freezing Point:	
Boiling Point:	-34 Deg.C (-29 Deg.F)
Decomposition Temperature:	None
Specific Gravity:	Not applicable
Bulk Density:	88.4 lb. per cubic feet at 63 Deg.F
pH @ 25° C:	Not applicable
Vapor Pressure @ 25° C:	114 psi
Solubility in Water:	Miscible
Volatiles, Percent by Volume:	100
Evaporation Rate:	Heat of Vaporization: 123.67 BTU per pound
Vapor Density:	Approximately 2.5 (0.7537 lb. per cubic feet at 32 Deg.F)
Molecular Weight:	71
Product is:	A compressed gas
Odor:	Acrid
Coefficient of Oil/Water Distribution:	No Data

**V - PERSONAL PROTECTIVE EQUIPMENT REQUIREMENTS**

**Personal Protection for Routine Use of Product:**

Respiratory Protection:	If air concentrations above the TLV are possible, wear a NIOSH approved respirator
Ventilation:	Use local exhaust ventilation to maintain levels to below the TLV.
Skin and Eye Protection:	Wear gloves, boots, apron and a face shield with safety glasses. A full impermeable suit is recommended if exposure is possible to large portion of body.

Other:	Emergency eye wash and safety showers must be provided in the immediate work area.
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**Equipment Specifications (When Applicable):**

Respirator Type:	Wear NIOSH approved full-face respirator equipped with chemical cartridges for chlorine gas.
Protective Clothing Type: (This includes: gloves, boots, apron, protective suit.)	GLOVE TYPE: Neoprene, or butyl rubber
	BOOT TYPE: Neoprene, or butyl rubber
	APRON TYPE: Neoprene, or butyl rubber
	PROTECTIVE SUIT: see section XI. for additional information

**VI - FIRE AND EXPLOSION HAZARD INFORMATION**

**Flammability Data:**

Explosive:	N/A
Flammable:	No
Combustible:	No
Pyrophoric:	No
Flash Point:	Not Applicable
Autoignition Temperature:	Not Applicable
Flammable Limits at Normal Atmospheric Temperature and Pressure (Percent Volume in Air):	LEL - Not Applicable
	UEL - Not Applicable

**NFPA Ratings:**

Health:	3
Flammability:	0
Reactivity:	0
Special Hazard Warning	OXIDIZER

**HMIS Ratings:**

Health:	3
Flammability:	0
Reactivity:	0

**Extinguishing Media:**

Use extinguishing media compatible to surrounding materials.

**Fire Fighting Techniques and Comments:**

Use water to cool containers exposed to fire, however, direct spray between fire and containers. DO NOT spray directly on container unless absolutely necessary. Water reactive material; DO NOT spray with water. Contact with reactive metals e.g., aluminum may result in the generation of flammable hydrogen gas. See Section 11 for protective equipment for fire fighting.

**VII - REACTIVITY INFORMATION**

*Conditions Under Which This Product May Be Unstable:*

Temperatures Above:	None
Mechanical Shock or Impact:	No
Electrical (Static) Discharge:	No
Other:	Reacts vigorously with titanium, zinc, tin
Hazardous Polymerization:	Will not occur
Incompatible Materials:	Alkalies, reducing agents, organic materials
Hazardous Decomposition:	Hydrochloric acid, hypochlorous acid
Other:	Titanium will react vigorously, resulting in spontaneous ignition, when contacted by DRY Chlorine.  Combustion will be supported in carbon steel systems and equipment containing a Chlorine environment at temperatures greater than 480 Deg. F. Properly purge systems and equipment PRIOR to conducting Hot Work.

*Summary of Reactivity:*

Explosive:	N/A
Oxidizer:	Yes
Pyrophoric:	No
Organic Peroxide:	No
Water Reactive:	Yes
Corrosive:	Yes

**VIII - FIRST AID**

**Eyes**

Immediately flush with large amounts of water for at least 15 minutes, occasionally lifting the upper and lower eyelids. Seek medical attention at once.

**Skin**

Immediately flush with water for at least 15 minutes. Seek medical attention. If clothing, shoes and/or jewelry come in contact with the product, they should be removed immediately and laundered before re-use.

**Ingestion**

Immediately drink large quantities of water. DO NOT induce vomiting. Seek medical attention at once. DO NOT give anything by mouth if the person is unconscious or if having convulsions.

**Inhalation**

If person experiences nausea, headache or dizziness, person should stop work immediately and move to fresh air until these symptoms disappear. If breathing is difficult, administer oxygen, keep the person warm and at rest. Seek medical attention.

In the event that an individual inhales enough vapor to lose consciousness, person should be moved to fresh air at once and seek medical attention immediately. If breathing has stopped, artificial respiration should be given immediately. In all cases, ensure adequate ventilation and provide respiratory protection before the person returns to work.

**IX - TOXICOLOGY AND HEALTH INFORMATION**

**Routes of Absorption**

Inhalation, skin, eye, ingestion

**Warning Statements and Warning Properties**

HARMFUL IF INHALED. CAUSES EYE, SKIN AND RESPIRATORY TRACT BURNS. CAN CAUSE LUNG DAMAGE.

**Human Threshold Response Data**

Odor Threshold:	Approximately 1.7 mg/m <sup>3</sup> (0.3 ppm).
Irritation Threshold:	The irritation threshold is approximately 0.5 ppm.
Immediately Dangerous to Life or Health:	10.0 ppm

**Signs, Symptoms and Effects of Exposure**

**Inhalation**

Acute:	Toxic if inhaled. Inhalation of this material is irritating to the nose, mouth, throat and lungs. It may cause inflammation to the respiratory tract with the production of lung edema, which can result in shortness of breath, wheezing, choking, chest pain, and impairment of lung function. The inflammation of the respiratory tract is most evident in the upper portions, but bronchioles, alveolar ducts, and alveoli may also be affected.  There is no evidence that acute inhalation of chlorine at low to moderate levels will cause permanent lung damage. At high levels, chlorine is corrosive to the respiratory tract and may cause lung damage.
Chronic:	Repeated inhalation exposure may cause impairment of lung function and permanent lung damage. It may contribute to the development of bronchitis.



**Skin**

Acute:	Dermal exposure can cause irritation characterized by redness, swelling and scab formation. Contact with liquid chlorine may cause burns with prolonged contact causing destruction of the dermis with impairment of the skin at site of contact to regenerate.
Chronic:	Effects from chronic skin exposure would be similar to those from single exposure except for effects secondary to tissue destruction

**Eye**

Irritation can occur following eye exposure to the gas with redness, pain, blurred vision, and tearing. Contact with liquid chlorine may cause burns with impairment of vision and corneal damage.

**Ingestion**

Acute:	If liquid is swallowed ,irritation and/or burns can occur to the entire gastrointestinal tract, including the stomach and intestines, characterized by nausea, vomiting, diarrhea, abdominal pain, bleeding, and/or tissue ulceration. Ingestion is not a major route of exposure because chlorine is a gas at room temperature.
Chronic:	There are no known or reported effects from chronic exposure.

**Medical Conditions Aggravated by Exposure**

Asthma, respiratory and cardiovascular disease.

**Interactions With Other Chemicals Which Enhance Toxicity**

None know or reported.

**Animal Toxicology**

**Acute Target Organ Toxicity**

Inhalation LC 50: 293 ppm (1 hour, rat)  
Oral LD 50: No not applicable. Product is a gas at room temperature.  
Dermal LD 50: Not applicable. Product is a gas at room temperature.

Severe irritant to eyes and skin. Contact with the liquid chlorine may cause burns to eyes and skin. Contact with chlorine vapor may cause severe eye irritation.

**Reproductive and Developmental Toxicity**

There are no know or reported effects on reproductive function or fetal development.

**Carcinogenicity**

This product is not know or reported to be carcinogenic by any reference source including IARC, OSHA, NTP, or EPA.

Mutagenicity

This product is not know or reported to be mutagenic.

Aquatic Toxicity

LC 50 Bluegill: 0.44 mg/l/96 hours  
 LC 50 Yellow perch" 0.88 mg/l/1 hr.  
 LC 50 Channel catfish (fingerling): 0.07 mg/l/96 hrs  
 LC 50 Daphnia magna: 0.017 mg/l/46 hrs

CHRONIC TARGET ORGAN EFFECTS IN LABORATORY ANIMALS

Inhalation exposure has produced pathological change in the lungs and nasal passages of monkeys and rats characterized by inflammation, epithelial hyperplasia of loss of cilia. In addition, damage was observed in liver and kidneys from treated rats. These effects were seen at concentrations much higher than those expected from occupational exposure.

**X - TRANSPORTATION INFORMATION**

THIS MATERIAL IS REGULATED AS A DOT HAZARDOUS MATERIAL.

*DOT Description from the Hazardous Materials Table 49 CFR 172.101:*

Land (U.S. DOT):	Chlorine, 2.3, UN1017, Poison Inhalation Hazard - Hazard Zone B - Marine Pollutant
Water (IMO):	Same as LAND above.
Air (IATA/ICAO):	FORBIDDEN
Hazard Label/Placard:	Poison Gas, Corrosive
Reportable Quantity:	10 lbs. (Per 49 CFR 172.101, Appendix)
Emergency Guide:	124

**XI - SPILL AND LEAKAGE PROCEDURES**

FOR ALL TRANSPORTATION ACCIDENTS, CALL CHEMTREC AT 800-424-9300.

Reportable Quantity:	This product is subject to a Reportable Quantity with respect to chlorine. RQs are subject to change and reference should be made to 40 CFR 302.4 for the current requirements.
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**Spill Mitigation Procedures:**

<p>Hazardous concentrations in air may be found in local spill area and immediately downwind. Do not put water directly on this product as gas evolution may increase. This product may represent an explosion hazard, if in contact with incompatible materials. Remove all sources of ignition.</p>	
<p>Air Release:</p>	<p>This material is heavier than air and may concentrate in low areas. Ambient air and water temperature must be considered if a water fog is used to attempt absorption or dispersion. It must be understood that very little vapor may actually be absorbed and the gas may be dispersed to other areas. Contain all fog water for neutralization and treatment.</p>
<p>Water Release:</p>	<p>This material is heavier than water. Chlorine will sink and bubble into water to form a hypochlorous acid, which will later self decompose to various materials. Stop flow of material and divert water to a holding area for treatment and neutralization.</p>
<p>Land Spill:</p>	<p>Dike area of spill and stop flow if safe to do so. Cover area of spill with foam to reduce air contamination. Begin treatment to neutralize material as soon as possible.</p>

**Spill Residues:**

Dispose of per guidelines under Section 13, WASTE DISPOSAL.

This material may be neutralized for disposal; you are requested to contact OCEAN at 888-2891-911 before beginning any such operation.

**Personal Protection for Emergency Spill and Firefighting Situations:**

In case of fire, use normal fire fighting equipment.

For response to Chlorine gas it is recommended to use as a minimum level "B" protection that is compatible to Chlorine and for Liquid spills it is recommended to utilize as a minimum enhanced level "B" (Enhanced level "B" is the addition of a splash hood). Responders can reference Chlorine Institute pamphlet #65 on PPE.

Additional protective clothing must be worn to prevent personal contact with this material. Those items include but are not limited to: boots, gloves, hard hat, splash-proof goggles, full face shield and impervious clothing, i.e., chemically impermeable suit.

Compatible materials for response to this material are neoprene and butyl rubber.

Protection concerns must also address the potential of the physical characteristics of this product as a compressed gas, corrosive and a poison.

### XII - WASTE DISPOSAL

If this product becomes a waste, it meets the criteria of a hazardous waste as defined under 40 CFR 261 and would have the following EPA hazardous waste number: D003, D001.

If this product becomes a hazardous waste, it will be a hazardous waste which is subject to the Land Disposal Restrictions under 40 CFR 268 and must be managed accordingly.

As a hazardous liquid waste, it must be disposed of in accordance with local, state and federal regulations in a permitted hazardous waste treatment, storage and disposal facility by treatment.

Chlorine can exist in a gaseous state, and controlled evaporation may be warranted.

CARE MUST BE TAKEN TO PREVENT ENVIRONMENTAL CONTAMINATION FROM THE USE OF THIS MATERIAL. THE USER OF THIS MATERIAL HAS THE RESPONSIBILITY TO DISPOSE OF UNUSED MATERIAL, RESIDUES AND CONTAINERS IN COMPLIANCE WITH ALL RELEVANT LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS REGARDING TREATMENT, STORAGE AND DISPOSAL FOR HAZARDOUS AND NONHAZARDOUS WASTES.

### XIII - ADDITIONAL REGULATORY STATUS INFORMATION

#### TOXIC SUBSTANCES CONTROL ACT:

This product is listed on the Toxic Substances Control Act inventory.

NSF LIMITS: NSF Maximum Drinking Water Use Concentration - 30 mg/l as chlorine

#### SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT TITLE III:

HAZARD CATEGORIES, PER 40 CFR 370.2:

##### HEALTH:

Immediate (Acute)

Delayed (Chronic)

##### PHYSICAL:

Sudden release of pressure

Reactivity

EMERGENCY PLANNING AND COMMUNITY RIGHT TO KNOW, PER 40 CFR 355, APP.A:

EXTREMELY HAZARDOUS SUBSTANCE - THRESHOLD PLANNING QUANTITY:

100 lbs.

SUPPLIER NOTIFICATION REQUIREMENTS, PER 40 CFR 372.45:

This mixture or tradename product contains a toxic chemical or chemicals subject to the reporting requirements of Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR 372.

CHEMICALS LISTED ARE: Chlorine

### XIV - ADDITIONAL INFORMATION

MSDS REVISION STATUS: The Chlor/Alkali MSDS Control Group update this MSDS May, 1999.

**XV - MAJOR REFERENCES**

1. Teratogenic Study with Monosodium Cyanurate Plus Chlorine in Albino Rats. Industrial Bio-Test Laboratories, Inc., 1810 Frontage Road, Northbrook, Illinois 60062, IBT No. B758c. April 18, 1972.
2. Barrow, C. S. et al. An Inhalation Toxicity Study of Chlorine in Fischer 344 Rats following 30 Days of Exposure. Toxicology and Applied Pharmacology 49, 77-88 (1979).
3. Shimizu, H. et al. The Results of Microbial Mutation Test for Forty-Three Industrial Chemicals. Jpn. J. Ind. Health, Vol. 27, (1985).
4. Weill, H. et al. Late Evaluation of Pulmonary Function After Acute Exposure to Chlorine Gas. American Review of Respiratory Disease, Volume 99, (1969).
5. Patil, L. R. S. et al. The Health of Diaphragm Cell Workers Exposed to Chlorine. American Industrial Hygiene Association Journal, Volume 31. November-December, 1970.
6. Rotman, H. H. et al. Effects of low concentrations of chlorine on pulmonary function in humans. J. Appl. Physiol.: Respir. Environ. Exercise Physiol., Vol. 54 ISS 4, 1983.
7. Ploysongsang, Y. et al. Pulmonary Function Changes After Acute Inhalation of Chlorine Gas. So. Med. J. 75, 23. (1982)
8. Hasan, F. M. et al. Resolution of Pulmonary Dysfunction following Acute Chlorine Exposure. Archives of Environmental Health, Vol. 38, Pg. 76. (1983)
9. Chester, E. et al. The Prevalence of Chronic Obstructive Pulmonary Disease in Chlorine Gas Workers. American Review of Respiratory Disease, Volume 99. (1969).
10. Klonne, D. R. et al. One-Year Inhalation Toxicity Study of Chlorine in Rhesus Monkeys (*Macaca mulatta*). Fundamental and Applied Toxicology 9, 557-572. (1987).
11. Jones, R. N. et al. Lung Function after Acute Chlorine Exposure. Am. Rev. Respir. Dis., 134(b), p 1190-1195. (1986).
12. Grant, W. M. Toxicology of the Eye. Second Edition, Illinois: Charles C. Thomas, 1974.
13. Ellenhorn, M. J. and D. G. Barceloux. Medical Toxicology, Diagnosis and Treatment of Human Poisoning. New York: Elsevier, 1988.
14. Conlon, P. C, Ed. Emergency Action Guides. Association of American Railroads. (1984).
15. Windholz, M. et al. Eds., The Merck Index. An Encyclopedia of Chemicals, Drugs, and Biologicals. Tenth Edition. (1983).
16. Occupational Health Guideline for Chlorine. U.S. Department of Health and Human Services, September 1978.
17. Material Safety Data Sheet, OHS04600. Occupational Health Services, Inc., p. 1-11.

THE INFORMATION IN THIS MATERIAL SAFETY DATA SHEET SHOULD BE PROVIDED TO ALL WHO WILL USE, HANDLE, STORE, TRANSPORT, OR OTHERWISE BE EXPOSED TO THIS PRODUCT. THIS INFORMATION HAS BEEN PREPARED FOR THE GUIDANCE OF PLANT ENGINEERING, OPERATIONS AND MANAGEMENT AND FOR PERSONS WORKING WITH OR HANDLING THIS PRODUCT. OLIN BELIEVES THIS INFORMATION TO BE RELIABLE AND UP TO DATE AS OF THE DATE OF PUBLICATION, BUT MAKES NO WARRANTY THAT IT IS. ADDITIONALLY, IF THIS MATERIAL SAFETY DATA SHEET IS MORE THAN THREE YEARS OLD, YOU SHOULD CONTACT OLIN AT THE PHONE NUMBER LISTED BELOW TO MAKE CERTAIN THAT THIS SHEET IS CURRENT.

ORC MSDS CONTROL GROUP  
Olin Chlor Alkali  
1186 Lower River Road  
P.O. Box 248  
Charleston, TN 37310  
Phone Number: (888)-658-MSDS (6737)



Charleston, Tennessee

# PRODUCT SPECIFICATION

## Chlorine

SPECIFICATION NO.	REVISION NO.	ISSUE DATE	SUPERSEDES	PAGE
CAPS002	4	9/15/99	8/27/97	1
Chemical Formula	<b>Cl<sub>2</sub></b>			
Chemical Properties	Typical Analysis wt %	Spec Minimum wt%	Spec Maximum wt%	
Chlorine	99.9	99.5		
Chemical Properties	mcg/g(ppm)	wt %	mcg/g (ppm)	wt%
NVR	6	0.0006	30	0.0030
Non-volatile residue				
Moisture	25	0.0025	75	0.0075
NCl <sub>3</sub> Nitrogen Trichloride	<1	<0.0001	--	--
Br <sub>2</sub> , Bromine	75	0.0075	--	--
* CHCl <sub>3</sub> , Chloroform	<1	<0.0001	--	--
* CCl <sub>4</sub> Carbon Tetrachloride	<1	<0.0001	--	--
Total Trihalomethanes	<5	<0.0005	--	--

NOTE: \* as determined by ANSI/NSF Standard 60 annual audit analyses

**Physical Properties**

Appearance                      Green to yellow-green Gas; Amber Liquid

Density, Gas                      0.2003 lb/ft<sup>3</sup> @ 30° F & 14.696 psia  
    3.210 kg/M<sup>3</sup> @ 0° C & 101 kPa

Density, Liquid                      91.67 lb/ft<sup>3</sup> @ 32° F  
    1468 kg/M<sup>3</sup> @ 0° C

Boiling Point                      -29.29° F @ 14.696 psia  
    -34.05° C @ 101kPa

Product meets provisions of *Food Chemicals Codex, 4th Edition*, upon request.

Meets the provisions of the American Water Works Association (AWWA) *B301-92 Standard*

R4 Certified by the National Sanitation Foundation (NSF) for the *ANSI/NSF 60 Standard* at a maximum use dosage of 30 mg/L.

"An ISO-9002 Registered Facility"  
 Certificate Number OSR-125

Review by: 9/15/99

Nixon, GA - C / A

TTN: STEVE DENNIS 407-851-3512

Quality Certificate/Shipping Info

Date Printed 12/15/2003 Page

Ship Date 12/15/2003 1

Customer Purchase Order  
R42178

Third Party Purchase Order

Ship-to Customer No.: 90000781  
BRENNTAG MID-SOUTH, INC.; Taft  
TAFT FL 32824

Olin Delivery Note No.  
20708181

Olin Order Number  
10685284

Material No. Description: Olin / Your reference  
105015 Chlorine /

This document is not an official Bill of Lading. Official Bills of Lading are transmitted via EDI per DOT-E 7616.

Bill Quantity	90.000 TN	
Gross weight:	261,900 LB	Route/Carrier: 100525/NORFOLK SOUTHERN
Net weight:	180,000 LB	Mode: Railcar
		Vehicle No.: UTLX028280

Seal No.: 682289

Olin Chlor Alkali Plants are ISO 9002 Certified under QSR100, 110, 125 or 170.

Inspection lot 720144	Inspection plan CL2_0005	CPR034
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Characteristic	Unit	Value	Lower Limit	Upper Limit
Purity (Cl2)	wt%	99.9000	99.9000	
Moisture (H2O)	wt%	0.0007	-	0.0050
Residue	wt%	0.0006	-	0.0050
Fe	ppm	2.0		2.0

\*\*\* End \*\*\*

Certified by the National Sanitation Foundation (NSF) for the ANSI/NSF-60 Standard at a maximum use level in drinking water of 30 mg/L. The above analysis is certified to comply with Olin/Customer specifications (exceptions are noted above).

KELLY HAGOOD  
Olin Corporation

If your specifications have changed or if you received this document in error, please call 1-800-251-6425.

received  
12.15.03  
002933

Received Time Dec.15. 1:24PM



**Fax**



To: Chevone Peterson

From: Bryce Elledge  
Brenntag Mid-South, Inc.

Fax: 239-344-5460

Fax: (407) 851-3512

Date: 1/7/03

Telephone: (407) 857-9310

Number of pages: 5

E-Mail: belledge@brenntag.com

Chevone,

Attached are all of the NSF products we repackage at our Orlando, Clearwater, & Tampa facilities. Please call me if you have any questions.

Thanks

Bryce Elledge

## NSF Product and Service Listings

These Listings were Last Updated on **Wednesday, January 07, 2004** at 4:15 AM Eastern Time.  
Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

**Warning:** NSF is concerned about fraudulent downloading and manipulation of website text. If you have received this listing in hard copy, always confirm this certification/listing information by going directly to <http://www.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=brenntag&> for the latest most accurate information.

### NSF/ANSI STANDARD 60 Drinking Water Treatment Chemicals - Health Effects

**BRENNTAG CANADA, INC.**  
60 TITAN ROAD  
TORONTO, ON M8Z 2-J8  
416-259-8231

**Facility : # 4 USA**

#### **Aluminum Sulfate[AL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aluminum Sulfate	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Activated	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Dry	Coagulation & Flocculation	150mg/L
Aluminum Sulfate, Technical Grade	Coagulation & Flocculation	150mg/L
Iron-Free	Coagulation & Flocculation	150mg/L
Low-Iron	Coagulation & Flocculation	150mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water should not exceed 2 mg/L.

**BRENNTAG CANADA, INC.**  
43 JUTLAND ROAD  
TORONTO, M8Z 2G6  
CANADA  
416-259-8231

**Facility : # 1 CANADA**

percent monomer and dose.

## BRENTAG MID-SOUTH, INC.



1405 HIGHWAY 136 WEST  
P.O. BOX 20  
HENDERSON, KY 42420-0020  
800-950-7267  
270-827-3545

**Facility :** CLEARWATER, FL

### Hydrochloric Acid

*Trade Designation*

Hydrochloric Acid 28%

Hydrochloric Acid 32%

*Product Function*

Corrosion & Scale Control

Corrosion & Scale Control

*Max Use*

50mg/L

44mg/L

### Sodium Hypochlorite[CL]

*Trade Designation*

Sodium Hypochlorite 10.5%

*Product Function*

Disinfection & Oxidation

*Max Use*

100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products should be monitored in the finished drinking water to ensure compliance to all applicable regulations.

### Sulfuric Acid

*Trade Designation*

Sulfuric Acid 93%

*Product Function*

Corrosion & Scale Control

pH Adjustment

*Max Use*

50mg/L

**Facility:** ORLANDO, FL

### Aluminum Sulfate[AL]

*Trade Designation*

Aluminum Sulfate Solution

Liquid Alum

*Product Function*

Coagulation & Flocculation

Coagulation & Flocculation

*Max Use*

150 mg/L

150 mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water should not exceed 2 mg/L.

### Calcium Hypochlorite [CL]

*Trade Designation*

Prestochlor Dry Chlorinating Granules[2]

Prestotabs Dry Chlorinating Tablets[2]

*Product Function*

Disinfection & Oxidation

Disinfection & Oxidation

*Max Use*

46 mg/L

46 mg/L

[2] All Calcium Hypochlorite from this manufacturing facility is NSF Certified, whether or not it bears the NSF Mark.

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products should be monitored in the finished drinking water to ensure compliance to all applicable regulations.

**Chlorine[CL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine, Liquified Gas	Disinfection & Oxidation	30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products should be monitored in the finished drinking water to ensure compliance to all applicable regulations.

**Ferric Chloride**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferric Chloride Liquid	Coagulation & Flocculation	250 mg/L
Ferric Chloride Solution	Coagulation & Flocculation	250 mg/L

**Fluosilicic Acid**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Hydrofluosilicic Acid[1]	Fluoridation	6 mg/L

[1] Certification is based upon maximum product concentration of 25% fluosilicic acid.

**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 20%	Corrosion & Scale Control	500 mg/L
Caustic Soda 25%	Corrosion & Scale Control	400 mg/L
Caustic Soda 50%	Corrosion & Scale Control	200 mg/L
Sodium Hydroxide	Corrosion & Scale Control	200 mg/L

**Sodium Hypochlorite[CL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sno-Glo 10% Bleach	Disinfection & Oxidation	105 mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	105 mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products should be monitored in the finished drinking water to ensure compliance to all applicable regulations.

**Facility : TAMPA, FL**

**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hydroxide Solution 25%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide Solution 50%	Corrosion & Scale Control	100mg/L

**Sulfuric Acid**

*Trade Designation*  
Sulfuric Acid 93%

*Product Function*  
Corrosion & Scale Control  
pH Adjustment

*Max Use*  
50mg/L

**Facility : HENDERSON, KY**

**Aluminaum Chlorohydrate[AL]**

*Trade Designation*  
Prestofloc C-100

*Product Function*  
Coagulation & Flocculation

*Max Use*  
250 mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water should not exceed 2 mg/L.

**Aluminum Sulfate[AL]**

*Trade Designation*  
Aluminum Sulfate Solution  
Liquid Alum

*Product Function*  
Coagulation & Flocculation  
Coagulation & Flocculation

*Max Use*  
150 mg/L  
150 mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water should not exceed 2 mg/L.

**Ammonia, Anhydrous**

*Trade Designation*  
Ammonia, Anhydrous

*Product Function*  
Disinfection & Oxidation

*Max Use*  
5 mg/L

**Ammonium Hydroxide**

*Trade Designation*  
Aqua Ammonia

*Product Function*  
Disinfection & Oxidation

*Max Use*  
10 mg/L

**Calcium Hypochlorite [CL]**

*Trade Designation*  
Prestochlor Dry Chlorinating Granules[1]  
Prestotabs Dry Chlorinating Tablets[1]

*Product Function*  
Disinfection & Oxidation  
Disinfection & Oxidation

*Max Use*  
46 mg/L  
46 mg/L

[1] All Calcium Hypochlorite from this manufacturing facility is NSF Certified, whether or not it bears the NSF Mark.

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products should be monitored in the finished drinking water to ensure compliance to all applicable regulations.

**Chlorine[CL]**

*Trade Designation*  
Chlorine, Liquified Gas

*Product Function*  
Disinfection & Oxidation

*Max Use*  
30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products should be monitored in the finished drinking water to ensure compliance to all applicable regulations.



**LEE COUNTY**  
SOUTHWEST FLORIDA

PROJECT NO.: Q-040087

OPEN DATE: DECEMBER 16, 2003

AND TIME: 2:30 P.M.

PRE-BID DATE: DECEMBER 9, 2003

AND TIME: 10:00 A.M.

LOCATION: 1825 HENDRY STREET  
3<sup>RD</sup> FLOOR  
FORT MYERS, FL 33901

# REQUEST FOR QUOTATIONS

**TITLE:**

**ANNUAL PURCHASE OF CHLORINE**

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PURCHASING

**MAILING ADDRESS**

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

**PHYSICAL ADDRESS**

1825 HENDRY STREET, 3<sup>RD</sup> FLOOR  
FORT MYERS, FL 33901

BUYER: CHEVONE PETERSON  
PHONE NO.: (239) 344-5450

FORMAL QUOTATION NO.: Q-040087  
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 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 by 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 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 THE ANNUAL PURCHASE OF  
CHLORINE FOR UTILITIES

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:

\_\_\_\_\_

GRAND TOTAL : \$ \_\_\_\_\_

WILL YOU DELIVER WITH YOUR OWN VEHICLE AS OPPOSED TO COMMON CARRIER?

YES \_\_\_\_\_ NO \_\_\_\_\_

**CHLORINE**

Specify product name : \_\_\_\_\_

\$ \_\_\_\_\_ EA. X 123 (1 ton cylinders) = Total Cost \$ \_\_\_\_\_

Specify product name : \_\_\_\_\_

\$ \_\_\_\_\_ EA. X 748 (150# cylinders) = Total Cost \$ \_\_\_\_\_

MINIMUM ORDER QUANTITY: \_\_\_\_\_

GRAND TOTAL COST \$ \_\_\_\_\_

TO BE 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.

FORMAL QUOTATION NO.: Q-040087  
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

FORMAL QUOTATION NO.: Q-040087  
LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS  
FOR THE ANNUAL PURCHASE OF  
CHLORINE FOR UTILITIES

SCOPE

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

TERM OF QUOTE

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

DELIVERY REQUIREMENTS

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

The County reserves the right to add or delete delivery sites at its discretion at anytime throughout the term of this quote.

Delivery driver must present a photo I.D. upon delivery. The I.D. must show that the driver is an employee of either the trucking company or the awarded vendor. All personnel making deliveries must wear the appropriate personal protective equipment (PPE as required by the MSDS).

Lee County Utilities reserves the right to refuse a delivery if that delivery is not in the proper timeframe; the vendor has improper equipment to offload the delivery; and/or is taking improper safety precautions or has malfunctioning equipment.

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 the low quoter meeting specifications at Lee County's sole discretion, with the lowest **grand total** cost. Vendors will need to quote on both one ton cylinders and 150# cylinders in order to be considered for award.

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).

SUBMITTALS

Vendor must have written proof of conformance as required in technical specifications.

NATIONAL RESPONSE CENTER

The bidder shall 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.

The bidder shall also provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for any product it supplies over the past five years. Failure to disclose references, terminations, or safety incidents will result in Bidder being disqualified from bidding on this product.

For purposes of this Bid, the term "Bidder" shall be defined as the vendor submitting the proposal and shall include all subsidiaries, affiliates, and subcontractors. As such, any requested documentation shall apply to all subsidiaries and affiliated companies as well as any subcontractors. In the event that a vendor is using a subcontractor to either manufacture or deliver the product, the requested items (e.g., references, terminations, and safety incidents) shall apply to the subcontractor as well.

MINIMUM ORDER QUANTITIES

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

PRICE ESCALATION

If the awarded vendor(s) experiences a major price increase from suppliers for items in this quotation, the vendor may submit a written request to increase pricing. All information necessary to review and analyze the request must be submitted to Lee County Purchasing. Lee County shall have the right to grant the price increase, or re-quote, at the County's sole discretion. Should prices decrease, the same procedure shall apply.

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.

SAFETY

The supplier's truck must be equipped to safely handle and unload product/products.

DELIVERY LOCATIONS AND CONTACTS

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

Phone: (239) 267-1151  
Fax: (239) 267-7105  
Contact Person: Val Sikora

Waterway Water Plant  
4271 Saint Claire Ave  
Fort Myers, FL 33903

Phone: (239) 995-1861  
Fax : (239) 995-0098  
Contact Person: Lenny Sword

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

Phone: (239) 936-0247  
Fax: (239) 936-0549  
Contact Person: Val Sikora

Gateway Services WWTP  
13240 Commerce Lakes Drive  
Fort Myers, FL 33913

Phone: (239) 229-8698  
Contact Person: Richard Blasetti

San Carlos WWTP  
19910 S. Tamiami Trail  
Estero, FL 33928

Phone: (239) 267-0387  
Contact Person: Jim McPhillips

Three Oaks WWTP  
18521 Three Oaks Pkwy.  
Fort Myers, FL 33912

Phone: (239) 267-0387  
Contact Person: Jim McPhillips

Olga WTP  
1450 Werner Drive  
Alva, FL 33920

Phone: (239) 694-4038  
Fax: (239) 694-2370  
Contact Person: John Gibson

Pine Island WWTP  
6928 Stringfellow Road  
St. James City, FL 33956

Phone: (239) 282-0025  
Fax: (239) 282-0026  
Contact Person: Mario Beachamp

#### DESIGNATED CONTACT

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

#### CONTRACT

A purchase order will serve as the contract. If your firm will require Lee County to sign a contract of any type, please include that contract with your quotation.

#### 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.).

All Chemicals must be approved by the National Sanitation Foundation as applicable.  
**Please provide written proof with your quote package.**

All products shall be provided exactly as specified. Any variations will not be accepted.

SUMMARY REPORTS

Upon completion of each six-month period of the quote, the awarded vendor(s) 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.

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.

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.



**TECHNICAL SPECIFICATIONS**

**CHLORINE**

**A. Description - AWWA B 301-81**

Chlorine is very toxic and corrosive and must be handled in a manner conforming strictly to the safety rules pertaining to Chlorine. Chlorine is a greenish-yellow gas used primarily as a bactericide in the treatment process.

**B. Physical Properties**

1. Boiling point: > or = -29 degrees F
2. Freezing point: -150 degrees F
3. Specific gravity (H (2) 0 =1): > or = 1.4000 at 60 degrees F
4. Vapor pressure (mm hg.): n/d
5. Vapor density (air = 1): > or + 2.5000
6. Evaporation rate (nA = 1): n/d
7. Solubility in water 1%
8. Percent volatile by volume: > or + 100.00
9. PH: aqueous approximately > or + 5.000
10. Appearance: liquefied gas under pressure

**C. Packaging**

Chlorine shall be supplied as a compressed, liquefied gas, delivered to the designated plant, storage or re-pump facility, in either one-(1) ton or 150 pound cylinders. Designation of the location for delivery and container size will be as shown on an approved purchase order. The containers shall be maintained, reconditioned and filled with chlorine in strict conformance with the latest edition of the "Container Procedure at Chlorine Packaging Plant", issued by the Chlorine Institute, Inc.

**D. Delivery Locations**

All chlorine deliveries shall be made to the designated in-plant storage facilities. All empty containers must be picked up when a delivery of full cylinders is made to the designated location.

Waterway Estates WTP (tons)  
4271 St. Clair Ave. W.  
North Fort Myers, FL 33903

Olga WTP (tons)  
1450 Werner Drive  
Alva, FL 33920

Green Meadows WTP(tons)  
13001 Alico Road  
Fort Myers, FL 33913

Pine Island WWTP (150# cyl.)  
6928 Stringfellow Road  
Pine Island, FL 33956

College Parkway WTP (150# cyl.)  
7401 College Parkway  
Fort Myers, FL 33907

Gateway Services WWTP (tons)  
13240 Commerce Lakes Dr  
Fort Myers, FL 33913

San Carlos WWTP(150# cyl)  
19910 South Tamiami Trail  
Estero, FL 33928

Three Oaks WWTP (150# cyl)  
18521 Three Oaks Parkway  
Fort Myers, FL 33912

**E. Amount**

Estimated usage annually - 123 (1 ton cylinders) and 748 (150# cylinders)

**F. Delivery Time**

Shipments will be FOB Destination, and received between the hours of **8:00 AM and 4:00 PM, Monday through Friday**, within three (3) working days after verbal receipt of the order from Lee County Utilities. **Pine Island WWTP delivery hours are between 11:00 AM and 2:00 PM. College Parkway delivery by appointment only.**

**G. Delivery Amounts/Requirements**

Green Meadows WTP;  
min/max 5-10 tons per delivery, cherry picker is required

Waterway Estates WTP;  
min/max 1 ton per delivery, cherry picker is required

Gateway Services WWTP;  
min/max 1- 4 ton cylinders per delivery, no special requirements

Pine Island WWTP;  
min/max 8 cylinders per delivery, liftgate truck is required

Olga WTP;  
min/max 1 ton per delivery, cherry picker is required

San Carlos WWTP;  
min/max 5-20 cylinders per delivery, liftgate truck is required

College Parkway WTP;  
min/max 2-6 cylinders per delivery, liftgate truck is required

Three Oaks WWTP;  
min/max 5-20 cylinders, liftgate truck is required

**H. Successful Bidder Emergency**

The successful bidder shall have a qualified representative who shall be available within fifteen minutes by telephone and six (6) hours on-site, in case of emergency (i.e., leak). A twenty-four hour telephone number must be provided.

**I. Quality of Cylinders**

All cylinders delivered to Lee County must meet standards as set forth by all applicable regulatory and departmental agencies. Cylinders that have visual signs of corrosion, dents or defects will not be accepted upon delivery.

**The supplier shall, at his expense, provide the County with technical assistance as described below:**

Safety seminars for County Staff, to be held at the facilities using chlorine. These seminars are to include operator training on the safe use of chlorine, and proper response to chlorine leaks that meet the federal and state safety and right to know training requirements. There shall be at least one (1) seminar per year, at each facility with one (1) additional seminar per facility if requested by the County at no additional cost to the County. These seminars are to be conducted by properly trained personnel, experienced in chlorine handling and leak response. Failure to respond to a request for technical assistance within thirty (30) working days shall be sufficient grounds to cancel this contract."

Session dates, times and course outlines shall be submitted by the supplier as part of their bid package, and approved by the County. The awarded supplier shall provide a letter certifying that the course outline meets the requirements listed above. Failure to provide this services will be considered a default of the contract. The awarded supplier will be responsible for travel, lodging, meals and training materials costs.

**J. Safety**

The supplier's truck must be equipped to safely handle and unload chlorine to the designated storage site.

**MAJOR CONTRACT** - where unusual hazards exist, or where contracts which exceed three-hundred-sixty-five (365) calendar days in duration, or where the project costs exceed \$500,000.

1. Insurance Requirements: *These are minimum requirements, which are subject to modification in response to operations involving a higher level of loss exposure.*

a. Workers' 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. Employers' liability will have minimum limits of:

\$1,000,000 per accident  
\$1,000,000 disease limit  
\$1,000,000 disease limit per employee

b. 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:

\$1,000,000 bodily injury per person (BI)  
\$3,000,000 bodily injury per occurrence (BI)  
\$1,000,000 property damage (PD) or  
\$3,000,000 combined single limit (CSL) of BI and PD

c. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 bodily injury per person (BI)  
\$3,000,000 bodily injury per occurrence (BI)  
\$1,000,000 property damage (PD) or  
\$3,000,000 combined single limit (CSL) of BI and PD

*\*The required limit of liability shown in Major Contracts: 1.a; 1.b; 1.c; may be provided in the form of "Excess" or "Commercial Umbrella Insurance Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

2. Verification of Coverage:

a. Ten (10) days prior to the commencement of any work under the contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

1. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials@ will be named as an “Additional Insured” on the General Liability policies.***
2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

3. Special Requirements:

- a. An appropriate “Indemnification” clause shall be made a provision of the contract.
- b. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

FORMAL QUOTATION NO.: Q-040087  
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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FORMAL QUOTATION NO.: Q-040087  
LEE COUNTY PURCHASING - 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:

<b>MAILING ADDRESS</b>	or	<b>PHYSICAL ADDRESS</b>
Lee County Purchasing		Lee County Purchasing
P.O. Box 398		1825 HENDRY STREET, 3 <sup>RD</sup> FLOOR
Ft. Myers, FL 33902-0398		Ft. Myers, FL 33901
- 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 4**

To: Chevone Peterson  
From: Chad Denney  
Date: January 12, 2004  
Re: Formal Quote #Q-040087- Chlorine for Utilities

Chevone, after reviewing the tabulation sheet and the quotes submitted for the chlorine quote we would like to award the quote to Brenntag Mid South. They were the low quoter meeting specifications. There was an issue about minimum delivery amounts in their quote, but you said you spoke with them and they will deliver as the specifications dictated.

We anticipate spending \$87,732.00 on Chlorine in the next year. The money will come out of the following account strings;

Green Meadows WP	OD53627-5240
Waterway Estates WP	OD53625-5240
Gateway Services WWTP	OD53628-5240
Pine Island WWTP	OD53651-5240
Olga WP	OD53601-5240
San Carlos WWTP	OD53620-5240
College Parkway WP	OD53626-5240
Three Oaks WWTP	OD53629-5240

Should you have any questions please call.

**Chevone Peterson - Re: Chlorine quote award**

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**From:** "Tom Hill" <hillta@leegov.com>  
**To:** <CDenney@leegov.com>  
**Date:** 1/12/2004 2:57 PM  
**Subject:** Re: Chlorine quote award

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I agree with this decision.  
Tom  
Please forward to Chevon for me.  
Thanks.

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Sent from my BlackBerry Wireless Handheld

-----Original Message-----

**From:** Chad Denney <cdenney@leegov.com>  
**To:** Tom Hill <hillta@leegov.com>; Chevone Peterson <CPETERSON@leegov.com>  
**Sent:** Mon Jan 12 14:44:36 2004  
**Subject:** Chlorine quote award

Chevone, please see the attached memo.

**Chevone Peterson - Bid # Q-040087**

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**From:** <BElledge@brenntag.com>  
**To:** <cpeterson@leegov.com>  
**Date:** 1/12/2004 5:17 PM  
**Subject:** Bid # Q-040087

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Chevone,

Per our phone conversation on Friday 1/9/04, Brenntag will rescind the modification page of our bid requiring a minimum of 10 tons to be delivered to the Green Meadows, Waterway, and Olga plants. We would ask that if at all possible that Lee county would attempt to order the one ton deliveries for Olga and Waterway so they can be delivered with Green Meadows.

Please call me with any questions.

Thanks,

Bryce Elledge  
Brenntag Mid-South  
Orlando, FL  
(407) 857-9310