

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

**Blue Sheet No. 20050397**

**1. ACTION REQUESTED/PURPOSE:** Approve award of Formal Quotation No. Q-050188 Annual Purchase of Sodium Hypochlorite for Parks and Recreation, to the low quoter meeting specifications, Davis Supply, Inc., at a cost of \$0.95 per gallon as listed on the attached Lee County Tabulation Sheet. The initial term of this quote is one year; also request authority to renew this quote for four additional one-year periods, at the same terms and conditions, if in the best interest of Lee County; and to exercise the price escalator clause as per the specifications on an as-needed basis. In the event that the low quoter is unable to establish the effectiveness of their product, request the Purchasing Director be given authority to act on behalf of the Board in the event of vendor non-compliance so that the Purchasing Director can proceed to the next low quoter(s). Funding will be available from the individual department or division's budget whom will be responsible for monitoring their individual expenditures. Parks estimates expending approximately \$75,000 annually for sodium hypochlorite.

**2. WHAT ACTION ACCOMPLISHES:** Provides Parks with a reliable source of chlorine to maintain its pools throughout Lee County. Savings to taxpayers: approximately \$26,000 annually.

**3. MANAGEMENT RECOMMENDATION:**

<b>4. Departmental Category:</b> <u>C11A</u>		<b>5. Meeting Date:</b> <u>04-12-2005</u>	
<b>6. Agenda:</b> <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>7. Requirement/Purpose: (specify)</b>		<b>8. Request Initiated:</b> Commissioner _____ Department <u>Parks and Recreation</u> Division _____ By: <u>John Yarbrough, Director</u>
	_____ Statute		
	_____ Ordinance		
	<input checked="" type="checkbox"/> Admin. Code <u>AC-4-1</u>		
_____ Other			

**9. Background:** On February 22, 2005, the Division of Purchasing received sealed quotations for the annual purchase of sodium hypochlorite for Parks and Recreation. On that date, four responses were received; of which one was a no bid. The quotations have been thoroughly reviewed, and a recommendation is being made to award to Davis Supply, Inc. as the low quoter meeting all specification requirements.

Funding is available: KH5722015500.505240

Please See Attachments:

- (1) Tabulation Sheet
- (2) Department's Request to Quote
- (3) Specifications
- (4) Davis Supply Quotation
- (5) Department's Recommendation

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services			County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.
<u>[Signature]</u>	<u>[Signature]</u>			<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>
	<u>3/22/05</u>			<u>3/24/05</u>	<u>3/25/05</u>	<u>3/25/05</u>	<u>3/25/05</u>	<u>3/25/05</u>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty

Date: 3/24/05

Time: 3:10

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Forwarded To:

[Signature]

3/24/05

RECEIVED BY COUNTY ADMIN: CR

3-25-05

9:00

COUNTY ADMIN FORWARDED TO: PR

3/25/05

3PM

FORMAL QUOTATION #Q-050188

OPENING DATE: FEB. 22, 2005

BUYER: BOB FRANCESCHINI

LEE COUNTY, FLORIDA TABULATION SHEET

FOR

ANNUAL PURCHASE OF SODIUM HYPOCHLORITE

VENDORS	DAVIS SUPPLY	THE DUMONT COMPANY	GENERAL DISTRIBUTORS
ADDENDA ACKNOWLEDGED	N/A	N/A	N/A
NUMBER OF COPIES	THREE (3)	THREE (3)	THREE (3)
COST PER GALLON:	\$ 0.95	\$ 1.10	\$ 1.35
MINIMUM DELIVERY REQUIREMENTS:	100 GALS/PER POOL	NO MINIMUM	1200 GALLONS*
DELIVER WITH OWN VEHICLE	YES	YES	YES
USE COUNTY OR OWN TANKS?	COUNTY	COUNTY	COUNTY
DELIVERED WITHIN CALENDAR DAYS	SEVEN (7)	ONE (1)	SEVEN (7)
LOCAL VENDOR PREFERENCE	YES	YES	NO
MODIFICATIONS	NO	NO	NO
IS QUOTE SIGNED	YES	YES	YES
OCCUPATIONAL LICENSE	21903	30111	N/A
MEETS SPECIFICATIONS	YES	YES	YES
			*CUMULATIVE
<b>NO BIDS</b>			
HARCROS CHEMICALS			
POSTING TIME/DATE			
FROM: /			
UNTIL: /			
BY:			

ATTACHMENT #1

**Robert Franceschini - As per our phone conversation parks and recreation would like you to requote the chlorine bid and ch**

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**From:** Joe Rooney  
**To:** Khan, Diana  
**Date:** 1/10/2005 3:20 PM  
**Subject:** As per our phone conversation parks and recreation would like you to requote the chlorine bid and ch  
**CC:** Apperson, Nancy; Flanjack, Alise; Manzo, Barbara; McIntyre, Ed; Mitar, Cindy; Yarbrough, John

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As per our phone conversation parks and recreation would like you to requote the chlorine bid and change the hours for delivery to be between 5 am and 5 pm only. Monday thru Friday.



**LEE COUNTY**  
SOUTHWEST FLORIDA

PROJECT NO.: Q-050188

OPEN DATE: FEBRUARY 22, 2005

AND TIME: 2:30 P.M.

PRE-BID DATE: FEBRUARY 10, 2005

AND TIME: 9:00 A.M.

LOCATION: LEE COUNTY PURCHASING  
1825 HENDRY ST. 3<sup>RD</sup> FL  
FT. MYERS, FL 33901

# REQUEST FOR QUOTATIONS

## TITLE:

ANNUAL PURCHASE OF SODIUM  
HYPOCHLORITE

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 St 3<sup>rd</sup> Floor  
FORT MYERS, FL 33901

BUYER: BOB FRANCESCHINI, C.P.M., CPPB  
PURCHASING AGENT  
PHONE NO.: (239) 344-5457

**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) 344-5450.

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  
SODIUM HYPOCHLORITE**

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:

\_\_\_\_\_

**SODIUM HYPOCHLORITE – COST PER GALLON:**

**\$ \_\_\_\_\_ PER U.S. GALLON**

NOTE: LEE COUNTY DESIRES TO HAVE A MINIMUM DELIVERY REQUIREMENT OF APPROXIMATELY 300 GALLONS TO ONE LOCATION. IN THE SPACE PROVIDED BELOW, PLEASE SPECIFY YOUR COMPANY'S MINIMUM DELIVERY REQUIREMENT – ALSO INDICATE IF THAT REQUIREMENT IS PER POOL; OR IF IT IS A CUMULATIVE DELIVERY TOTAL FOR SEVERAL POOLS.

MINIMUM DELIVERY REQUIREMENTS: \_\_\_\_\_

ARE THESE REQUIREMENTS (CIRCLE ONE):

PER POOL LOCATION

OR

CUMULATIVE

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

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

WILL YOU (PLEASE CHECK AS APPROPRIATE):

USE LEE COUNTY'S TANKS: \_\_\_\_\_

SUPPLY TANKS: \_\_\_\_\_

TO BE DELIVERED WITHIN \_\_\_\_\_ CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

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

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

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

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

Are there any modifications to the quote or specifications:

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

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

REVISED: 7/28/00

**LEE COUNTY, FLORIDA  
 DETAILED SPECIFICATIONS FOR  
 THE ANNUAL PURCHASE OF  
 SODIUM HYPOCHLORITE**

SCOPE

The purpose of this quote is to obtain sodium hypochlorite (liquid), minimum of 10% available Cl<sub>2</sub>, on an annual basis for use at Lee County's community pools, facilities, etc.

TERM OF QUOTE

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

LOCATIONS

The sodium hypochlorite shall be delivered as directed F.O.B. to the following locations in Lee County, Florida. (Average pool size is approximately 175,000 gallons.)

NOTE: Lee County utilizes open top tanks at its sites. In the past, vendors have used bulkhead fittings to fill the tanks; therefore, if it is your intent to use the County's tanks, you will have to adapt to the open top tank. Otherwise, it will be necessary for you to supply your own tanks with capacities of 300 gallons each. Any tank rental/lease fees shall be included in your quoted cost per gallon.

<u>LOCATION</u>	<u>TANK QTY AND CAPACITY</u>
1) Lakes Park 7330 Gladiolus Drive Fort Myers, Florida 33908	1 @ 300 GAL.
2) Cape Coral High School Pool 210 S.W. 22 <sup>nd</sup> Terrace Cape Coral, Florida 33914	2 @ 300 GAL.
3) Cypress Lake High School Pool 6321 Panther Lane Fort Myers, Florida 33907	2 @ 300 GAL.
4) Lehigh Acres Community Pool 1400 West 5 <sup>th</sup> Street Lehigh Acres, Florida 33936	2 @ 275 GAL.

- |     |   |              |
|-----|---|--------------|
| 5)  | North Fort Myers Senior Center Pool<br>1170 Orange Grove Blvd.<br>North Fort Myers, Florida 33903 | 2 @ 275 GAL. |
| 6)  | North High School Pool<br>960 Iris Drive<br>North Fort Myers, Florida 33903                       | 2 @ 300 GAL. |
| 7)  | Phillips Park Pool<br>5675 Sesame Drive<br>Bokeelia, Florida 33922                                | 2 @ 275 GAL. |
| 8)  | Riverdale High School Pool<br>2815 Buckingham Road<br>Fort Myers, Florida 33905                   | 2 @ 300 GAL. |
| 9)  | San Carlos Community Pool<br>8208 Sanibel Blvd.<br>Fort Myers, Florida 33912                      | 2 @ 275 GAL. |
| 10) | Tice Community Pool<br>4515 Glenwood Avenue<br>Fort Myers, Florida 33905                          | 2 @ 300 GAL. |

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

#### BASIS OF AWARD

The basis of award will be low quoter meeting specifications. Preference may be given to vendors who can provide the smallest required minimum delivery quantity.

#### STANDARDS

Testing for available chlorine in sodium hypochlorite shall conform to AWWA Standard B300-80, Section 4.3 (and/or latest applicable AWWA Standard).

#### PHYSICAL REQUIREMENTS

Sodium hypochlorite to be supplied shall contain no soluble mineral or organic substances in quantities that would be deleterious or injurious to anyone consuming any water treated with acceptable quantities of sodium hypochlorite. Furthermore, the sodium hypochlorite supplied shall not cause any abnormal difficulty in the operation of chemical feeders. The sodium hypochlorite to be supplied shall contain a negligible amount of iron.

QUANTITIES REQUIRED

During fiscal year 2004, Lee County utilized approximately 75,000 gallons of sodium hypochlorite. This figure is given for quoter's guidance only, no minimum amount is guaranteed or implied.

PACKAGING/DELIVERY TIME REQUIREMENTS

Sodium hypochlorite shall be shipped in bulk and delivered by truck. The tank truck shall be properly cleaned and have suitable equipment for unloading sodium hypochlorite. Lee County employees will not assist with deliveries. Awarded vendor will complete all product deliveries as directed.

The Department will contact the vendor to request delivery. At that time the vendor will be given an estimated quantity of product required to be delivered and the location(s) for delivery. Lee County desires to have a minimum delivery requirement of approximately 300 gallons to one location. Specify on the proposal quote form your company's minimum delivery requirement. Indicate if that requirement is per pool, or if it is a cumulative delivery total for several pools.

The awarded vendor(s) will be required to maintain adequate product stock levels to assure Lee County of prompt delivery. If the product is not delivered within 48 hours after placement of an order by Lee County, Lee County reserves the right to purchase the product elsewhere.

**Deliveries may only be made between the hours of 5 p.m. through 5 a.m., Monday through Friday.** Vendor will be given keys to all facilities so delivery can occur at any time, on any day, within the specified time period/days.

All deliveries shall comply with all state and local ordinances and recommended safety practices.

Vendor shall provide at the time of delivery, a dated receipt, signed by the driver, identifying product and quantity.

PRICING

The price shall be quoted per gallon for F.O.B. bulk delivery.

REGULAR DEALER

Quotes will be considered only from firms that qualify as a "regular dealer".

A "regular dealer" means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of

business. To be a regular dealer, the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question.

DESIGNATED CONTACT

The awarded vendor(s) 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.

SUMMARY REPORTS

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

- 1) Total dollars expended,
- 2) Total quantity purchased.

RIGHTS RESERVED

Lee County reserves the right to purchase, test, and evaluate products other than the awarded vendor's product, without penalty or prejudice. Lee County will not purchase more than ten (10) percent of its total requirement for this purpose.

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.

PRICE ESCALATION

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

MSDS SHEETS

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

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.

CONTRACTS

If your firm will require Lee County to sign any type of contract as part of this purchase; please include a copy of this document with your quotation.



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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LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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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**INSURANCE GUIDE**

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:

\$500,000 per accident  
\$500,000 disease limit  
\$500,000 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:

\$500,000 bodily injury per person (BI)  
\$1,000,000 bodily injury per occurrence (BI)  
\$500,000 property damage (PD) or  
\$1,000,000 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:

\$500,000 bodily injury per person (BI)  
\$1,000,000 bodily injury per occurrence (BI)  
\$100,000 property damage (PD) or  
\$1,000,000 combined single limit (CSL) of BI and PD

***\*The required limit of liability shown in Standard Contract: 1.a; 1.b; 1.c; may be provided in the form of "Excess Insurance" or "Commercial Umbrella 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 this 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 policy.***
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.

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 St 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  
SODIUM HYPOCHLORITE

DATE SUBMITTED: February 07, 2005

VENDOR NAME: DAVIS SUPPLY, INC.

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

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

The undersigned acknowledges  
receipt of Addenda numbers:

\_\_\_\_\_

SODIUM HYPOCHLORITE  COST PER GALLON:

\$ 0.95 PER U.S. GALLON

NOTE: LEE COUNTY DESIRES TO HAVE A MINIMUM DELIVERY  
REQUIREMENT OF APPROXIMATELY 300 GALLONS TO ONE LOCATION. IN  
THE SPACE PROVIDED BELOW, PLEASE SPECIFY YOUR COMPANY'S  
MINIMUM DELIVERY REQUIREMENT  ALSO INDICATE IF THAT  
REQUIREMENT IS PER POOL; OR IF IT IS A CUMULATIVE DELIVERY TOTAL  
FOR SEVERAL POOLS.

MINIMUM DELIVERY REQUIREMENTS: 100 Gal

ARE THESE REQUIREMENTS (CIRCLE ONE):

OR PER POOL LOCATION  
CUMULATIVE

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

YES   x   NO                     

WILL YOU (PLEASE CHECK AS APPROPRIATE):

USE LEE COUNTY'S TANKS:   yes  

SUPPLY TANKS:   available  

TO BE DELIVERED WITHIN   7   CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

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

Yes   x   No                     

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

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

Are there any modifications to the quote or specifications:

Yes                      No   x  

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

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

FIRM NAME DAVIS SUPPLY, INC.

BY (Printed): James H. Davis

BY (Signature): 

TITLE: President

FEDERAL ID # OR S.S.# 59-3482276

ADDRESS: PO BOX 60095

Ft. Myers, FL 33906-6095

PHONE NO.: 239 - 931 - 6700

FAX NO.: 239 - 931 - 6703

CELLULAR PHONE/PAGER NO.: 239 - 633 - 8711

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 021903

E-MAIL ADDRESS: claraandjim@aol.com

REVISED: 7/28/00



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

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

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

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

12011 Amedicus Lane

Ft. Myers, FL 33907 - 4056

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

sqf 4000

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

1. How many employees are available to service this contract? 6

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

4 X Tank each holds 2000 Gal of Sodium Hypochlorite

1 X Truck holds 1800 Gal of Sodium Hypochlorite

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

~~8000 Gal Sodium Hypochlorite; 100lbs buckets of Calcium Hypochlorite~~  
- 50lbs buckets of Trichlor Sticks & 3" Trichlor Tablets  
- Chemical Feed-Pumps; - please see attached copy -

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

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

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

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

# **DAVIS SUPPLY - SUBSTANCE - DRUG & ALCOHOL ABUSE - POLICY**

Davis Supply, Inc. is dedicated to maintaining a drug-free environment for our clients and employees. Davis Supply, Inc. is committed to only hiring employees of good character, and we consider the use of illegal drugs to be a criminal activity. To that end, the following substance policy is in effect for all current and future employees of Davis Supply, Inc.

## **THIS POLICY EXPRESSLY PROHIBITS:**

The use, possession, solicitation, sale or manufacture of illegal drugs, controlled substances, alcohol and/or prescription medication used in a manner inconsistent with the prescription while on company or customer premises or while performing company business. Being impaired or under the influence of legal or illegal drugs or alcohol on company or customer premises or while performing company functions. When an employee experiences side effects from prescribed medication that may impair his/her ability to perform his/her job safely and properly, it is the responsibility of the employee to notify Davis Supply, Inc. For the purpose of this policy, testing positive on a drug test or testing .04 bac or higher on an alcohol test will be considered prima facie proof of "being impaired or under the influence". A felony charge for possession, use, solicitation for or the sale of legal or illegal drugs, alcohol or prescription drugs must be reported to Davis Supply, Inc. Management. Aforementioned charges will subject the employee to disciplinary action up to and including discharge.

**ANY EMPLOYEE VIOLATING ANY OF THE ABOVE IS SUBJECT TO DISCIPLINARY ACTION UP TO AND INCLUDING DISCHARGE FOR THE FIRST OFFENSE.**

## **DRUG TEST IS REQUIRED FOR THE FOLLOWING:**

- 1. WORK PLACE ACCIDENTS/INCIDENTS** --Any employee Of Davis Supply, Inc. will be required to submit to a drug test if he or she is involved in a work place incident which results in injury or illness to the employee or any other person, or in instances of property damage estimated to be \$500 or more, all employees of Davis Supply, Inc. have an obligation to report any workplace injury, regardless of how minor they appear. If either the employee or the Company determines that medical attention/care is necessary, then the employee will be required to undergo a post-accident drug test. In accordance with appropriate Workers' Compensations Laws in the states within which we operate, insurance coverage for the injury may be denied if the results of such tests are positive for illegal drugs, alcohol and/or illegally used prescription medications.
- 2. EMPLOYMENT DECISIONS** . Applicants/Employees of Davis Supply, Inc. may be required to take a drug test in order to be eligible for certain job assignments or to be eligible for continuing an assignment (periodic announced) with a client. Any applicant who refuses to submit to a pre-employment drug screening will be deemed ineligible for hire with Davis Supply, Inc. Failure of the employee to pass a drug test will result in termination from Davis Supply, Inc. Any Davis Supply, Inc. employee or applicant who refuses to submit to a drug and/or alcohol test under the terms of this policy will be terminated or denied employment.

3. **RANDOM SELECTION** - Davis Supply, Inc. reserves the right to randomly select employees for testing based on certain safety-sensitive positions. Prior to initiating random selection testing, Davis Supply, Inc. will announce the terms and conditions to the affected group and/or groups of employees.
4. **FOR CAUSE/REASONABLE SUSPICION** - When an employee exhibits behavior which is consistent with the contemporaneous physical evidence of impairment, drug and/or alcohol testing may be utilized. The evidence will be documented, and the employee will be removed from the job site pending the results of the aforementioned tests.

Results of all drug and/or alcohol tests will be treated confidentially within the scope of what is outlined in the Authorization and Consent form. Employees of Davis Supply, Inc. who test positive or come forward with a substance and/or alcohol-related problem may request referral to local public agencies that provide rehabilitation and counseling services. The financial obligation of these aforementioned services will remain the responsibility of the employee, and not Davis Supply, Inc., except within the normal coverage under an existing insurance plan.

**DAVIS SUPPLY - SUBSTANCE - DRUG & ALCOHOL -  
ABUSE POLICY**

I have read and understand the substance abuse policy of Davis Supply, Inc. If employed by Davis Supply, Inc., I will abide by this policy.

---

**SIGNATURE**

**DATE**

---

**PRINT NAME**

---

**DAVIS SUPPLY, INC. STAFF/WITNESS SIGNATURE**

**DATE**

D.S.I., INC.

Ft. Myers - Port Richey - St. Cloud - Ocala

## Pool Supplies

Item	Davis Supply - Pool Supplies	Size	Package
6800	Sodium Hypochlorite	Bulk	Bulk
1268	Trichlor 3 inch tablets	50 lbs	Each
1150	Trichlor Stingy Sticks	50 lbs	Each
P3075	Trichlor 1 inch Tablets	4 lb Crtg	4 x 1
P3017	After Shock - Chlorine Reducer	8-oz	12/cs
4960	Muriatic Acid	Gallon	30 x 1
4920	Muriatic Acid	Drum	15 Gal
7345	Pool Acid	Gallon	30 x 1
7375	Pool Acid	Drum	15 Gal
3240	Diatomaceous Earth	50 lb	Each
6450	Sodium Bicarbonate	50 lb	Each
P0176	Clean & Perfect Tile Cleaner	20 oz	12 /cs
P3008	Pink Stuff Meta: Solution	Quart	12 /cs
P3011	Sea Klear Clarifier	Quart	12 /cs
P3013	Black Out (Black Algaecide)	Quart	12 /cs
P3014	Algaecide 60 Plus	Quart	12 /cs
P3016	Yellow Treat (Mustard Algae)	Quart	12 /cs
P3024	Taylor Complete Pool Test Kit		Each
P3000	Deep Leaf Net		Each
P3001	Nylon Wall Brush	18 inch	Each
P3002	Stainless Steel Algae Brush	9 inch	Each
P3010	Stainless Steel Algae Brush	18 inch	Each
P4012	Stainless Steel Algae Brush	5 inch	Each
P3003	Telescopic Pole	8' x 16"	Each
P3005	Skimmer Net		Each
P3006	Flexmaster Pool Vacuum	14 inch	Each
P4025	Blue & White Pool Rope	3/4 inch	Foot
P3018	40 ft Pool Hose	1-1/2 inch	Each
P3019	35 ft Pool Hose	1-1/2 inch	Each
570-XRE	Hayward filter element	70 sq ft	Each
C800	Hayward filter element	76 sq ft	Each
P4020	Hayward filter element	90 sq ft	Each
P4013	Harmsco TFC-75 filter element	75 sq ft	Each
WC108	Sta- Filter element	100 sq ft	Each
P3073	Sta-Rite Dura-Glas Pump	1 1/2 HP	Each
P3074	Sta-Rite Dura Glas Pump	1 HP	Each

Taylor Test Kit Reagents

Price Upon Request

01-18-2005

LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR THE ANNUAL PURCHASE OF  
SODIUM HYPOCHLORITE

DATE SUBMITTED: February 07, 2005

VENDOR NAME: DAVIS SUPPLY, INC.

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

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

The undersigned acknowledges  
receipt of Addenda numbers:

---

SODIUM HYPOCHLORITE  COST PER GALLON:

\$ 0.95 PER U.S. GALLON

NOTE: LEE COUNTY DESIRES TO HAVE A MINIMUM DELIVERY  
REQUIREMENT OF APPROXIMATELY 300 GALLONS TO ONE LOCATION. IN  
THE SPACE PROVIDED BELOW, PLEASE SPECIFY YOUR COMPANY'S  
MINIMUM DELIVERY REQUIREMENT  ALSO INDICATE IF THAT  
REQUIREMENT IS PER POOL; OR IF IT IS A CUMULATIVE DELIVERY TOTAL  
FOR SEVERAL POOLS.

MINIMUM DELIVERY REQUIREMENTS: 100 Gal

ARE THESE REQUIREMENTS (CIRCLE ONE):

OR

PER POOL LOCATION

CUMULATIVE

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

YES   x   NO                     

WILL YOU (PLEASE CHECK AS APPROPRIATE):

USE LEE COUNTY'S TANKS:   yes  

SUPPLY TANKS:   available  

TO BE DELIVERED WITHIN   7   CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

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

Yes   x   No                     

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

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

Are there any modifications to the quote or specifications:

Yes                      No   x  

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

MODIFICATIONS:

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



ANTI-COLLUSION STATEMENT

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

FIRM NAME DAVIS SUPPLY, INC.

BY (Printed): James H. Davis

BY (Signature): 

TITLE: President

FEDERAL ID # OR SS# 59-3482276

ADDRESS: PO BOX 60095

Ft. Myers, FL 33906-6095

PHONE NO.: 239 - 931 - 6700

FAX NO.: 239 - 931 - 6703

CELLULAR PHONE/PAGER NO.: 239 - 633 - 8711

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 021903

E-MAIL ADDRESS: claraandjim@aol.com

REVISED: 7/28/00

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

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

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

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

12011 Amedicus Lane

Ft. Myers, FL 33907 - 4056

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

sqf 4000

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

1. How many employees are available to service this contract? 6

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

4 X Tank each holds 2000 Gal of Sodium Hypochlorite

1 X Truck holds 1800 Gal of Sodium Hypochlorite

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

~~8000 Gal Sodium Hypochlorite; 100lbs buckets of Calcium Hypochlorite~~  
~~- 50lbs buckets of Trichlor Sticks & 3" Trichlor Tablets~~  
~~- Chemical Feed-Pumps; - please see attached copy -~~

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

Yes \_\_\_\_\_ No   x  

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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## **DAVIS SUPPLY - SUBSTANCE - DRUG & ALCOHOL ABUSE - POLICY**

Davis Supply, Inc. is dedicated to maintaining a drug-free environment for our clients and employees. Davis Supply, Inc. is committed to only hiring employees of good character, and we consider the use of illegal drugs to be a criminal activity. To that end, the following substance policy is in effect for all current and future employees of Davis Supply, Inc.

### **THIS POLICY EXPRESSLY PROHIBITS:**

The use, possession, solicitation, sale or manufacture of illegal drugs, controlled substances, alcohol and/or prescription medication used in a manner inconsistent with the prescription while on company or customer premises or while performing company business.  
Being impaired or under the influence of legal or illegal drugs or alcohol on company or customer premises or while performing company functions. When an employee experiences side effects from prescribed medication that may impair his/her ability to perform his/her job safely and properly, it is the responsibility of the employee to notify Davis Supply, Inc. For the purpose of this policy, testing positive on a drug test or testing .04 bac or higher on an alcohol test will be considered prima facie proof of "being impaired or under the influence". A felony charge for possession, use, solicitation for or the sale of legal or illegal drugs, alcohol or prescription drugs must be reported to Davis Supply, Inc. Management. Aforementioned charges will subject the employee to disciplinary action up to and including discharge.

**ANY EMPLOYEE VIOLATING ANY OF THE ABOVE IS SUBJECT TO  
DISCIPLINARY ACTION UP TO AND INCLUDING DISCHARGE FOR THE  
FIRST OFFENSE.**

### **DRUG TEST IS REQUIRED FOR THE FOLLOWING:**

- 1. WORK PLACE ACCIDENTS/INCIDENTS** --Any employee of Davis Supply, Inc. will be required to submit to a drug test if he or she is involved in a work place incident which results in injury or illness to the employee or any other person, or in instances of property damage estimated to be \$500 or more, all employees of Davis Supply, Inc. have an obligation to report any workplace injury, regardless of how minor they appear. If either the employee or the Company determines that medical attention/care is necessary, then the employee will be required to undergo a post-accident drug test. In accordance with appropriate Workers' Compensations Laws in the states within which we operate, insurance coverage for the injury may be denied if the results of such tests are positive for illegal drugs, alcohol and/or illegally used prescription medications.
- 2. EMPLOYMENT DECISIONS** - Applicants/Employees of Davis Supply, Inc. may be required to take a drug test in order to be eligible for certain job assignments or to be eligible for continuing an assignment (periodic announced) with a client. Any applicant who refuses to submit to a pre-employment drug screening will be deemed ineligible for hire with Davis Supply, Inc. Failure of the employee to pass a drug test will result in termination from Davis Supply, Inc. Any Davis Supply, Inc. employee or applicant who refuses to submit to a drug and/or alcohol test under the terms of this policy will be terminated or denied employment.

3. **RANDOM SELECTION** - Davis Supply, Inc. reserves the right to randomly select employees for testing based on certain safety-sensitive positions. Prior to initiating random selection testing, Davis Supply, Inc. will announce the terms and conditions to the affected group and/or groups of employees.
4. **FOR CAUSE/REASONABLE SUSPICION** - When an employee exhibits behavior which is consistent with the contemporaneous physical evidence of impairment, drug and/or alcohol testing may be utilized. The evidence will be documented, and the employee will be removed from the job site pending the results of the aforementioned tests.

Results of all drug and/or alcohol tests will be treated confidentially within the scope of what is outlined in the Authorization and Consent form. Employees of Davis Supply, Inc. who test positive or come forward with a substance and/or alcohol-related problem may request referral to local public agencies that provide rehabilitation and counseling services. The financial obligation of these aforementioned services will remain the responsibility of the employee, and not Davis Supply, Inc., except within the normal coverage under an existing insurance plan.

**DAVIS SUPPLY - SUBSTANCE - DRUG & ALCOHOL -  
ABUSE POLICY**

**I have read and understand the substance abuse policy of Davis Supply, Inc. If employed by Davis Supply, Inc., I will abide by this policy.**

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**SIGNATURE**

**DATE**

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**PRINT NAME**

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**DAVIS SUPPLY, INC. STAFF/WITNESS SIGNATURE**

**DATE**

D.S.I., INC.

Ft. Myers - Port Richey - St. Cloud - Ocala

Pool Supplies

Item	Davis Supply - Pool Supplies	Size	Package
6800	Sodium Hypochlorite	Bulk	Bulk
1268	Trichlor 3 inch tablets	50 lbs	Each
1150	Trichlor Stingy Sticks	50 lbs	Each
P3075	Trichlor 1 inch Tablets	4 lb Crtg	4 x 1
P3017	After Shock - Chlorine Reducer	8-oz	12/cs
4980	Muriatic Acid	Gallon	30 x 1
4920	Muriatic Acid	Drum	15 Gal
7345	Pool Acid	Gallon	30 x 1
7375	Pool Acid	Drum	15 Gal
3240	Diatomaceous Earth	50 lb	Each
6460	Sodium Bicarbonate	50 lb	Each
P0176	Clean & Perfect Tile Cleaner	20 oz	12 /cs
P3008	Pink Stuff Meta; Solution	Quart	12 /cs
P3011	Sea Klear Clarifier	Quart	12 /cs
P3013	Black Out (Black Algaecide)	Quart	12 /cs
P3014	Algaecide 60 Plus	Quart	12 /cs
P3016	Yellow Treat (Mustard Algae)	Quart	12 /cs
P3024	Taylor Complete Pool Test Kit		Each
P3000	Deep Leaf Net		Each
P3001	Nylon Wall Brush	18 inch	Each
P3002	Stainless Steel Algae Brush	9 inch	Each
P3010	Stainless Steel Algae Brush	18 inch	Each
P4012	Stainless Steel Algae Brush	5 inch	Each
P3003	Telescopic Pole	8' x 16"	Each
P3005	Skimmer Net		Each
P3006	Flexmaster Pool Vacuum	14 inch	Each
P4025	Blue & White Pool Rope	3/4 inch	Foot
P3018	40 ft Pool Hose	1-1/2 inch	Each
P3019	35 ft Pool Hose	1-1/2 inch	Each
570-XRE	Hayward filter element	70 sq ft	Each
C800	Hayward filter element	75 sq ft	Each
P4020	Hayward filter element	90 sq ft	Each
P4013	Harmsco TFC-75 filter element	75 sq ft	Each
WC108	Sta- Filter element	100 sq ft	Each
P3073	Sta-Rite Dura-Glas Pump	1 1/2 HP	Each
P3074	Sta-Rite Dura Glas Pump	1 HP	Each

Taylor Test Kit Reagents

Price Upon Request

01-18-2005

**ATTACHMENT #5****Robert Franceschini - Formal Quote #Q-050188**

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**From:** Cindy Mitar  
**To:** Yarbrough, John  
**Date:** 3/3/2005 9:28 AM  
**Subject:** Formal Quote #Q-050188  
**CC:** Rooney, Joe

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Please send the following e-mail to Bob Franceschini in Purchasing:

*After review of the Sodium Hypochlorite quotes, please award the above referenced quote to Davis Supply. The annual purchase of Sodium Hypochlorite is used at the county pools throughout the year. This quote allows Parks and Recreation to have a ready supply of needed product to maintain its facilities on an ongoing basis. We anticipate spending approximately \$75,000 per year.*

Funds will be made available in account #KH5722015500.505240 Parks & Recreation-Parks & Recreation Operations-MSTU fund-n/a subfund-Chemicals

Thank you.

Cindy Mitar  
Fiscal Manager, Parks & Recreation  
[mitarcc@leegov.com](mailto:mitarcc@leegov.com)  
(239) 461-7414  
(239) 461-7420 FAX