

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

Blue Sheet No. 20050695

1. ACTION REQUESTED/PURPOSE: Approve award of Formal Quotation No. Q-050300 Annual Purchase of Sodium Hydroxide – 25% & 50% for Utilities, to the low quoters meeting specifications, Univar USA for the 50% and Allied Universal for the 25%, at the prices as listed on the attached Lee County Tabulation Sheet (and accepting the modification as listed in Univar's quotation which Utilities has determined to be minor and acceptable). 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. Utilities estimates expending approximately \$470,000 for the 50% and \$10,000 for the 25% on an annual basis.

2. WHAT ACTION ACCOMPLISHES: Provides Utilities with reliable sources of sodium hydroxide to maintain its facilities throughout Lee County.

3. MANAGEMENT RECOMMENDATION: Approve as stated.

4. Departmental Category: <u>CIOH</u>		5. Meeting Date: <u>05-31-2005</u>	
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)		8. Request Initiated:
	<input type="checkbox"/> Statute		<input type="checkbox"/> Commissioner
	<input type="checkbox"/> Ordinance		<input type="checkbox"/> Department <u>Utilities</u>
	<input checked="" type="checkbox"/> Admin. Code <u>AC-4-1</u>	<input type="checkbox"/> Division	
<input type="checkbox"/> Other		By: <u>Rick Diaz, P.E., Director</u> <u>5/17/05</u>	

9. Background: On April 12, 2005, the Division of Purchasing received sealed quotations for the annual purchase of sodium hydroxide for Utilities. 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 Univar USA and Allied Universal, as the low quoters meeting all specification requirements.

--BACKGROUND CONTINUED ON PAGE 2--

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>J. J. [Signature]</u> 5.17.05	<u>[Signature]</u> 5.17.05	<u>N/A</u>		<u>[Signature]</u>	<u>[Signature]</u> 5/18/05	<u>[Signature]</u> 5/18/05	<u>[Signature]</u> 5/18/05	<u>[Signature]</u> 5.17.05	<u>[Signature]</u> 5.17.05

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty
 Date: 5/17/05
 Time: 11
 Forwarded To: [Signature]

RECEIVED BY
 COUNTY ADMIN:
5-18-05
11:55
 COUNTY ADMIN
 FORWARDED TO: [Signature]

--BACKGROUND CONTINUED FROM PAGE ONE--

It should be noted that the estimated annual expenditure differs considerably from the tabulation sheet due to an underestimation of usage at the NLCWTP and omission of the Pinewoods Water Plant. Provisions set forth in the quotation allow plants to be added or deleted without affecting pricing.

Funding is available as follows:

For the 25% product – Beach Wastewater Plant – OD53605-505240

For the 50% product – Olga Water Plant – OD53601-505240
Pinewoods Water Plant – OD53619-505240
Waterway Estates Water Plant – OD53625-505240
North Lee County Water Plant – OD53631-505240

Please See Attachments:

- (1) Tabulation Sheet
- (2) Specifications
- (3) Univar USA Quotation
- (4) Allied Universal Quotation
- (5) Department's Recommendation

**MEMORANDUM
FROM
THE DIVISION OF PURCHASING**

DATE: MAY 13, 2005

TO: RICK DIAZ
UTILITIES DIRECTOR

Janet Sheehan
FROM: JANET SHEEHAN, CPPB
PURCHASING DIRECTOR

RE: BLUE SHEET # 20050695

PROJECT: Sodium Hydroxide

TYPE: Formal Quote

AWARDED TO: Univar USA and Allied Universal

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 Bob Franceschini at 344-5457.

MAY 13 2005

FORMAL QUOTATION #Q-050300

LEE COUNTY, FLORIDA TABULATION SHEET

OPENING DATE: APRIL 12, 2005

FOR

BUYER: BOB FRANCESCHINI

ANNUAL PURCHASE OF SODIUM HYDROXIDE (CAUSTIC SODA) 25% & 50%

VENDORS	UNIVAR USA	ALLIED UNIVERSAL CORPORATION	DUMONT COMPANY			
ADDENDA ACKNOWLEDGED	YES	YES	YES			
SECTION A - SODIUM HYDROXIDE (50%)						
MANUFACTURER/PRODUCT NAME:	DOW	VARIES	OLEN			
PRICE PER TON:	\$500.00	\$593.00	\$768.00			
TOTAL COST - SECTION A:	\$60,000.00	\$71,160.00	\$92,160.00			
SECTION B - SODIUM HYDROXIDE (25%)						
MANUFACTURER/PRODUCT NAME:	DOW	VARIES	OLEN			
PRICE PER GALLON:	\$1.52	\$1.19	\$2.05			
TOTAL COST - SECTION B:	\$24,776.00	\$19,397.00	\$33,415.00			
GRAND TOTAL - SECTIONS A & B:	\$84,776.00	\$90,557.00	\$125,575.00			
DELIVERED WITHIN CALENDAR DAYS:	3	3	3			
LOCAL VENDOR PREFERENCE:	NO	NO	YES			
MODIFICATIONS:	* YES	NO	NO			
QUOTE SIGNED?	YES	YES	YES			
OCCUPATIONAL LICENSE #:	N/A	N/A	313011			
MEETS SPECIFICATIONS:	YES	YES	YES			
COPIES PROVIDED	YES	YES	YES			
NO BIDS						
BRENNTAG						
* PRICE PROTECTION QUARTERLY +/- WITH MARKET						
POSTING TIME/DATE						
FROM: /						
UNTIL: /						
BY:						

ATTACHMENT # 1



LEE COUNTY
SOUTHWEST FLORIDA

PROJECT NO.: Q-050300

OPEN DATE: APRIL 5, 2005

AND TIME: 2:30 P.M.

PRE-BID DATE: MARCH 23, 2005

AND TIME: 10:00 A.M.

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

REQUEST FOR QUOTATIONS

TITLE:

ANNUAL PURCHASE OF SODIUM
HYDROXIDE (CAUSTIC SODA)
25% & 50%

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 3rd Floor
FORT MYERS, FL 33901

BUYER: BOB FRANCESCHINI, C.P.M., CPPB
PURCHASING AGENT
PHONE NO.: (239) 344-5450



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: _____

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Tammy Hall
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

David M. Owen
County Attorney

Diana M. Parker
County Hearing
Examiner

March 28, 2005

Quotation No.: Q-050300

**LEE COUNTY ADDENDUM NUMBER ONE
TO THE SPECIFICATIONS FOR
ANNUAL PURCHASE OF SODIUM HYDROXIDE (CAUSTIC SODA)
25% & 50%**

**QUOTERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE PROPOSAL
QUOTE FORM (PAGE 13).**

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

**THE OPENING DATE FOR THIS QUOTATION HAS BEEN CHANGED TO APRIL 12,
2005, AT 2:30 P.M.**

Please note the following:

Delivery to the Fiesta Village WWTP will **NOT** be required under this quotation. Please disregard all references to this plant in the quotation and do not include it in your pricing.

If there are any questions regarding this addendum, please contact Bob Franceschini at 239-344-5450.

DIVISION OF PURCHASING

Robert D. Franceschini, C.P.M., CPPB
Purchasing Agent

cc: Chad Denney/Utilities
Thomas Hill/Utilities
Lisa Pierce/Minutes

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, 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 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 ANNUAL PURCHASE OF SODIUM HYDROXIDE (CAUSTIC SODA)
25% & 50%**

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:

SECTION A - SODIUM HYDROXIDE 50% (CAUSTIC SODA)

Specify product name: _____

\$ _____ PER TON X 120 DRY TONS = Total Cost \$ _____ (SECTION A)

Manufacturer _____

Min/max 500 – 2,500 gallons

SECTION B - SODIUM HYDROXIDE 25% (CAUSTIC SODA)

Specify product name: _____

\$ _____ PER GAL. X 16,300 GALLONS = Total Cost \$ _____ (SECTION B)

Manufacturer _____

Min/max 250 – 1,500 gallons

GRAND TOTAL (SECTIONS A & B): \$ _____

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
ANNUAL PURCHASE OF SODIUM HYDROXIDE (CAUSTIC SODA)
25% & 50%**

SCOPE

The purpose of this quotation is to solicit prospective bidders to furnish and deliver sodium hydroxide (caustic soda) – in both 25% and 50% strengths - 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 either by Section or overall (Grand Total – Sections A and B) whichever is in the best interest of Lee County. Vendors will need to quote on both Sections 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

For 50%:

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

Phone: (239) 997-1861
Fax : (239) 997-0098
Contact Person: John Gibson

Olga WTP
1450 Werner Drive
Alva, FL 33920

Phone: (239) 694-4038
Fax: (239) 694-2370
Contact Person: Lenny Sword

North RO WTP
Durrance Road
North Fort Myers, FL 33917

Phone: (239) 267-8228*
Fax: (239) 267-8268*
Contact Person: Richard Hawes

*Note: Phone and fax numbers will change when this plant comes on line.

For 25%:

Fiesta Village WWTP
1366 San Souci Dr.
Fort Myers, FL 33919

Phone: (239) 481-1953
Fax: (239) 481-2691
Contact Person: Dennis Lang

Ft. Myers Beach WWTP
17155 Pine Ridge Road
Fort Myers Beach, FL 33931

Phone: (239) 466-8039
Fax: (239) 466-3952
Contact Person: Ben Wright

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

SECTION A - SODIUM HYDROXIDE 50% (CAUSTIC SODA)

A. Description

Commercial grade approved for use in potable water under rule 17-555.325 F.A.C. and certified as being in compliance with ANSI/AWWA standard B501-03.

B. Physical properties

Product shall be delivered as a 50% solution. Product shall meet or exceed all industry standards for quality control.

C. Packaging

Bulk; Packaging shall conform with all applicable federal and state standards. Unloading shall be through a 2" quick couple fitting on the tank. Hoses for delivering from the tanker to the holding tank shall be the responsibility of the awarded vendor.

D. Delivery Location

Waterway Estates WTP
4271 St. Clair Ave. W.
Ft. Myers, FL 33903

Olga WTP
1450 Werner Drive 33903
Alva, FL 33920

North RO WTP
Durrance Road
North Ft. Myers FL. 33917

E. Amount

Annual Estimated Usage: 120 dry tons

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.

G. Delivery Amounts/Requirements

Waterway Estates WTP;
Min/max 500-750 gallons per delivery, 40' 2 inch hose is required

Olga WTP;
Min/max 1,000-2,500 gallons per delivery, 80' 2 inch hose is required

North RO WTP
Min/max 1,000-2,500 gallons per delivery, 40' 2 inch hose is required

H. Prospective Bidders

Prospective bidders shall supply a complete analysis and a representative sample of their product for independent verification to the County, prior to the award of the contract. All analysis shall be in accordance with AWWA and industry standards.

SECTION B - SODIUM HYDROXIDE 25% (CAUSTIC SODA)

A. Description

Commercial grade approved for use in an odor control unit.

B. Physical properties

Product shall be delivered as a 25% solution. Product shall meet or exceed all industry standards for quality control.

C. Packaging

Unloading shall be through a 2" quick couple fitting on the tank. Hoses for delivering from the tanker to the holding tank shall be the responsibility of the awarded vendor.

D. Delivery Location

Fiesta Village WWTP
1366 San Souci Dr.
Fort Myers, FL 33919

Ft. Myers Beach, WWTP
17155 Pine Ridge Road
Fort Myers Beach, FL 33931

E. Amount

Annual Estimated Usage: 16,300 gallons

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.

G. Delivery Amounts/Requirements

Fiesta Village WWTP;
Min/max 250-300 gallons per delivery, 35' 2 inch hose is required

Ft. Myers Beach WWTP;
Min/max 1,000-1,500 gallons per delivery, 35' 2 inch hose is required

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

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

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

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

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

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

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

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

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

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

Yes _____ No _____

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

INSURANCE GUIDE - HAZARDIOUS MATERIALS HAULERS

NOTE : Your certificate of insurance must meet the following requirements:

Requirement #1 :

The Lee County Board of County Commissioners shall be added as an additional insured on the comprehensive general liability policy.

Requirement #2 :

Certificate holder shall be listed as follows :

Lee County Board of County Commissioners
C /O Lee County Purchasing
P.O. Box 398
Fort Myers, FL 33902

Requirement #3 :

Each policy shall provide a 30 day notification clause in the event of cancellation, non-renewal or adverse change.

1. **Minimum Insurance Requirements**: Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendor's interest or liabilities, but are merely minimums.
 - 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:

\$1,000,000 bodily injury per person (BI)
\$2,000,000 bodily injury per occurrence (BI)
\$1,000,000 property damage (PD) or
\$2,000,000 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)
\$2,000,000 bodily injury per occurrence (BI)
\$1,000,000 property damage (PD) or
\$2,000,000 combined single limit (CSL) of BI and PD

- d. **Pollution Liability** - Covering a transporter moving hazardous products or waste as cargo aboard the transporter's truck:

\$1,000,000 bodily injury / property damage/ cleanup,
including wrongful delivery.

****The required limit of liability shown in Insurance Requirements item: 1.a; 1.b; 1.c; 1. d; 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. 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:

MAILING ADDRESS	PHYSICAL ADDRESS
Lee County Purchasing	Lee County Purchasing
P.O. Box 398 or	1825 Hendry St 3 rd 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 ANNUAL PURCHASE OF SODIUM HYDROXIDE (CAUSTIC SODA)
25% & 50%

DATE SUBMITTED: 4/11/05

VENDOR NAME: Univar USA

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:
addendum #1

SECTION A - SODIUM HYDROXIDE 50% (CAUSTIC SODA)

Specify product name: Caustic Soda Diaphragm grade 50%
\$ 500.00 PER TON X 120 DRY TONS = Total Cost \$ 60,000.00 (SECTION A)

Manufacturer Dow

Min/max 500 - 2,500 gallons

SECTION B - SODIUM HYDROXIDE 25% (CAUSTIC SODA)

Specify product name: Caustic Soda Diaphragm grade 25%
\$ 1.52 PER GAL. X 16,300 GALLONS = Total Cost \$ 24,776.00 (SECTION B)

Manufacturer Dow

Min/max 250 - 1,500 gallons

GRAND TOTAL (SECTIONS A & B): \$ 84,776.00

TO BE DELIVERED WITHIN 3 (Three) 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:

Price protection quarterly
-/+ with market

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 Univar USA

BY (Printed): Nancy Dello Buono

K123

BY (Signature): Nancy Dello Buono

TITLE: Telesales Rep

FEDERAL ID # OR S.S.# 91-134 7935

ADDRESS: 6049 Old Hwy 41a
Tampa FL 33619

PHONE NO.: 813-677-8414

FAX NO.: 813-671-2920

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: N/A

E-MAIL ADDRESS: nancy.dellobuono @ univarusa.com

REVISED: 7/28/00

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

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

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

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

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

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

1. How many employees are available to service this contract? 15

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

tank trucks, tanks, railcars

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

30,000/gal railcar
several bulk tanks

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.



BOARD OF COUNTY COMMISSIONERS

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Tammy Hall
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

David M. Owen
County Attorney

Diana M. Parker
County Hearing Examiner

March 28, 2005

Quotation No.: Q-050300

LEE COUNTY ADDENDUM NUMBER ONE
TO THE SPECIFICATIONS FOR
ANNUAL PURCHASE OF SODIUM HYDROXIDE (CAUSTIC SODA)
25% & 50%

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

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

THE OPENING DATE FOR THIS QUOTATION HAS BEEN CHANGED TO APRIL 12, 2005, AT 2:30 P.M.

Please note the following:

Delivery to the Fiesta Village WWTP will **NOT** be required under this quotation. Please disregard all references to this plant in the quotation and do not include it in your pricing.

If there are any questions regarding this addendum, please contact Bob Franceschini at 239-344-5450.

DIVISION OF PURCHASING

Robert D. Franceschini, C.P.M., CPPB
Purchasing Agent

cc: Chad Denney/Utilities
Thomas Hill/Utilities
Lisa Pierce/Minutes

Post-It® Fax Note	7671	Date	3-28-05	# of pages	1
To	Univae USA	From	Bob		
Co./Dept	Attn: Nancy D	Co.			
Phone #	813-672-4676	Phone #	239-344-5450		
Fax #	813-671-2920	Fax #			



UNIVAR

**Univar USA Inc.
6100 Carillon Point
Kirkland, WA 98033
(425) 889-3400**

For Emergency Assistance involving chemicals call - CHEMTREC (800) 424-9300

The Version Date for this MSDS is : 03/23/2005

PRODUCT NAME: CAUSTIC SODA LIQUID (ALL GRADES)
MSDS NUMBER: OZ32415
DATE ISSUED: 2/17/2005
SUPERSEDES: 4/7/2004
ISSUED BY: 008730

Distributed by:
Univar USA Inc.
6100 Carillon Point
Kirkland, WA 98033
425-889-3400

SUBSTANCE: CAUSTIC SODA LIQUID (ALL GRADES)
TRADE NAMES:
Caustic Soda Diaphragm Grade 10%, 15%,18%,20%,25%, 30%, 35%,40%, 50%; Caustic Soda Rayon Grade 18%, 20%, 25%, 30%, 50%; 50% Caustic Soda Rayon Grade OS; Caustic Soda Membrane 6%, 18%, 20%, 25%, 48%, 50%; 50% Caustic Soda Membrane OS; 50% Caustic Soda Diaphragm OS; 25% Caustic Soda Purified; 50% Caustic Soda Purified; 50% Caustic Soda Purified OS; Caustic Soda Liquid 70/30; Membrane Blended; 50% Caustic Soda Membrane (Northeast); 50% Caustic Soda Diaphragm (West Coast)
SYNONYMS:
Sodium hydroxide solution
PRODUCT USE: metal finishing, cleaner, process chemical, petroleum industry
REVISION DATE: Feb 17 2005

2. COMPOSITION, INFORMATION ON INGREDIENTS
COMPONENT: WATER
CAS NUMBER: 7732-18-5
PERCENTAGE: 48.5-94.5
COMPONENT: SODIUM HYDROXIDE
CAS NUMBER: 1310-73-2
PERCENTAGE: 5.5-51.5

COMPONENT: SODIUM CHLORIDE
CAS NUMBER: 7647-14-5
PERCENTAGE: 0-1.3

3. HAZARDS IDENTIFICATION

NFPA RATINGS (SCALE 0-4): HEALTH=3 FIRE=0 REACTIVITY=0

HMS RATINGS (SCALE 0-4): HEALTH=3 FLAMMABILITY=0 REACTIVITY=1

EMERGENCY OVERVIEW:

COLOR: colorless

PHYSICAL FORM: liquid

ODOR: odorless

MAJOR HEALTH HAZARDS: MAY CAUSE BURNS TO THE RESPIRATORY TRACT, SKIN, EYES AND GASTROINTESTINAL TRACT. MAY CAUSE PERMANENT EYE DAMAGE.

POTENTIAL HEALTH EFFECTS:

INHALATION:

SHORT TERM EXPOSURE: irritation (possibly severe), burns, pulmonary edema

LONG TERM EXPOSURE: to our knowledge, no effects are known

SKIN CONTACT:

SHORT TERM EXPOSURE: irritation (possibly severe), burns

LONG TERM EXPOSURE: dermatitis

EYE CONTACT:

SHORT TERM EXPOSURE: irritation (possibly severe), burns, eye damage,

blindness LONG TERM EXPOSURE: visual disturbances

INGESTION:

SHORT TERM EXPOSURE: irritation (possibly severe), burns, nausea, vomiting

LONG TERM EXPOSURE: to our knowledge, no effects are known

CARCINOGEN STATUS: OSHA: No

NTP: No

IARC: No

4. FIRST AID MEASURES

INHALATION: If adverse effects occur, remove to uncontaminated area. Give artificial respiration if not breathing. If breathing is difficult, oxygen should be administered by qualified personnel. If respiration or pulse has stopped, have a trained person administer Basic Life Support (Cardiopulmonary Resuscitation/Automatic External Defibrillator) and CALL FOR EMERGENCY SERVICES IMMEDIATELY.

SKIN CONTACT: Immediately flush contaminated areas with water. Remove contaminated clothing, jewelry, and shoes immediately. Wash contaminated areas with soap and water. Thoroughly clean and dry contaminated clothing before reuse. Discard contaminated leather goods. GET MEDICAL ATTENTION IMMEDIATELY.

EYE CONTACT: Immediately flush eyes with a directed stream of water for at least 15 minutes, forcibly holding eyelids apart to ensure complete irrigation of all eye and lid tissues. Washing eyes within several seconds is essential to achieve maximum effectiveness. GET MEDICAL ATTENTION IMMEDIATELY.

INGESTION: Never give anything by mouth to an unconscious or convulsive person. If swallowed, do not induce vomiting. Give large amounts of water. If vomiting occurs spontaneously, keep airway clear. Give more water when vomiting stops. GET MEDICAL ATTENTION IMMEDIATELY.

NOTE TO PHYSICIAN: The absence of visible signs or symptoms of burns does NOT reliably exclude the presence of actual tissue damage.

5. FIRE FIGHTING MEASURES

FIRE AND EXPLOSION HAZARDS: Negligible fire hazard.

EXTINGUISHING MEDIA: Use extinguishing agents appropriate for surrounding fire.

FIRE FIGHTING: Move container from fire area if it can be done without risk. Cool containers with water.

SENSITIVITY TO MECHANICAL IMPACT: Not sensitive

SENSITIVITY TO STATIC DISCHARGE: Not sensitive

FLASH POINT: not flammable

6. ACCIDENTAL RELEASE MEASURES

OCCUPATIONAL RELEASE:

Shovel dry material into suitable container. Liquid material may be removed with a vacuum truck. Flush spill area with water, if appropriate. Keep out of water supplies and sewers. This material is alkaline and may raise the pH of surface waters with low buffering capacity. Releases should be reported, if required, to appropriate agencies. Notify Local Emergency Planning Committee and State Emergency Response Commission for release greater than or equal to RQ (U.S. SARA Section 304). If release occurs in the U.S. and is reportable under CERCLA Section 103, notify the National Response Center at (800)424-8802 (USA) or (202)426-2675 (USA).

7. HANDLING AND STORAGE

STORAGE: Store and handle in accordance with all current regulations and standards. Keep container tightly closed and properly labeled. Do not store in aluminum container or use aluminum fittings or transfer lines, as flammable hydrogen gas may be generated. Keep separated from incompatible substances.

HANDLING: Avoid breathing vapor or mist. Do not get in eyes, on skin, or on clothing. Wash thoroughly after handling. When mixing, slowly add to water to minimize heat generation and spattering.

8. EXPOSURE CONTROLS. PERSONAL PROTECTION

EXPOSURE LIMITS:

SODIUM HYDROXIDE: 2 mg/m³ OSHA TWA
2 mg/m³ OSHA ceiling (vacated by 58 FR 35338, June 30, 1993)
2 mg/m³ ACGIH ceiling
2 mg/m³ MEXICO peak

VENTILATION: Provide local exhaust ventilation where dust or mist may be generated. Ensure compliance with applicable exposure limits.

EYE PROTECTION: Wear chemical safety goggles with a faceshield to protect against skin contact when appropriate. Provide an emergency eye wash fountain and quick drench shower in the immediate work area.

CLOTHING: Wear chemical resistant clothing and rubber boots when potential for contact with the material exists. Contaminated clothing should be removed, then discarded or laundered.

GLOVES: Wear appropriate chemical resistant gloves.

PROTECTIVE MATERIAL TYPES: butyl rubber, natural rubber, neoprene, nitrile, polyvinyl chloride (PVC), Tychem(R)

RESPIRATOR: A NIOSH approved respirator with N95 (dust, fume, mist) filters may be permissible under certain circumstances where airborne concentrations are expected to exceed exposure limits, or when symptoms have been observed that are indicative of overexposure.

A half facepiece air-purifying respirator may be used in concentrations up to 10X the acceptable exposure level and a full facepiece air-purifying respirator may be used in concentrations up to 50X the acceptable exposure level.

Supplied air should be used when the level is expected to be above 50X the acceptable level, or when there is a potential for uncontrolled release.

A respiratory protection program that meets 29 CFR 1910.134 must be followed whenever workplace conditions warrant use of a respirator.

9. PHYSICAL AND CHEMICAL PROPERTIES

PHYSICAL STATE: liquid

APPEARANCE: clear

COLOR: colorless

ODOR: odorless

BOILING POINT: 230-291 F (110-144 C)

FREEZING POINT: -26 to 59 F (-32 to 15 C)

VAPOR PRESSURE: 13-135 mmHg @ 60 C

VAPOR DENSITY: Not available

SPECIFIC GRAVITY (water=1): 1.11-1.53 @ 15.6 C

DENSITY: 9.27-12.76 lbs/gal @ 15.6 C

WATER SOLUBILITY: 100%

PH: 14.0 (7.5% solution)

VOLATILITY: Not available

ODOR THRESHOLD: Not available

EVAPORATION RATE: Not available

COEFFICIENT OF WATER/OIL DISTRIBUTION: Not available

10. STABILITY AND REACTIVITY

REACTIVITY: Stable at normal temperatures and pressure.

CONDITIONS TO AVOID: Carbon monoxide gas may form upon contact with reducing sugars, food and beverage products in enclosed spaces.

INCOMPATIBILITIES: acids, halogenated compounds, prolonged contact with aluminum, brass, bronze, copper, lead, tin, zinc or other alkali sensitive metals or alloys

HAZARDOUS DECOMPOSITION: Thermal decomposition products: None known.

11. TOXICOLOGICAL INFORMATION

CAUSTIC SODA LIQUID (ALL GRADES):

TOXICITY DATA: Sodium Hydroxide: 1350 mg/kg Dermal-Rabbit LD50. 220 mg/kg (50% solution) Oral-Rat LD50. The severity of the tissue damage is a function of its concentration, the length of tissue contact time, and local tissue conditions. After exposure there may be a time delay before irritation and other effects occur. This material is a strong irritant and is corrosive to the skin, eyes, and mucous membranes. This material may cause severe burns and permanent damage to any tissue with which it comes into contact. Inhalation will cause severe irritation, possible burns with pulmonary edema, which may lead to pneumonitis. Skin contact with this material may cause severe irritation and corrosion of tissue. Eye contact can cause severe

irritation, corrosion with possible corneal damage and blindness. Ingestion may cause irritation, corrosion/ulceration, nausea, and vomiting. In general, chronic effects are due to long-term irritation. This material may cause dermatitis on the skin, or recurrent corneal ulceration and visual disturbances. In rare cases reports have noted long-term inhalation causes bronchial inflammatory reaction or obstructive airway dysfunction.

12. ECOLOGICAL INFORMATION

ECOTOXICITY DATA:

FISH TOXICITY: This material has exhibited moderate toxicity to aquatic organisms. For sodium hydroxide: 100 ppm LC50 Daphnia; 25 ppm 24 hours LC50 Brook trout; 48 ppm LC50 King salmon; 33 - 100 ppm 48 hours LC50 Shrimp; 330 - 1000 ppm 48 hours LC50 Cockle

FATE AND TRANSPORT:

BIODEGRADATION: This material is inorganic and not subject to biodegradation.

PERSISTENCE: This material is believed to exist in the disassociated state in the environment. BIOCONCENTRATION: This material is believed not to bioaccumulate.

OTHER ECOLOGICAL INFORMATION: This material has exhibited slight toxicity to terrestrial organisms.

13. DISPOSAL CONSIDERATIONS

Reuse or reprocess if possible. Dispose in accordance with all applicable regulations. Subject to disposal regulations: U.S. EPA 40 CFR 262. Hazardous Waste Number(s): D002.

14. TRANSPORT INFORMATION

U.S. DOT 49 CFR 172.101:

PROPER SHIPPING NAME: Sodium hydroxide solution

ID NUMBER: UN 1824

HAZARD CLASS OR DIVISION: 8

PACKING GROUP: II

LABELING REQUIREMENTS: 8

DOT HAZARDOUS SUBSTANCE(S): Sodium hydroxide 1000 lb(s) (454 kg(s))

CANADIAN TRANSPORTATION OF DANGEROUS GOODS:

SHIPPING NAME: Sodium hydroxide solution UN NUMBER: UN 1824

CLASS: 8

PACKING GROUP/RISK GROUP: II

15. REGULATORY INFORMATION

U.S. REGULATIONS:

CERCLA SECTIONS 102a/103 HAZARDOUS SUBSTANCES (40 CFR 302.4):

SODIUM HYDROXIDE: 1000 LBS RQ

SARA TITLE III SECTION 302 EXTREMELY HAZARDOUS SUBSTANCES (40 CFR 355.30):
Not regulated.

SARA TITLE III SARA SECTIONS 311/312 HAZARDOUS CATEGORIES (40 CFR 370.21):

ACUTE: Yes

CHRONIC: No

FIRE: No

REACTIVE: No

SUDDEN RELEASE: No

SARA TITLE III SECTION 313 (40 CFR 372.65): Not regulated.

OSHA PROCESS SAFETY (29CFR1910.119): Not regulated.

STATE REGULATIONS:

California Proposition 65: This product may contain contaminants known to the State of California to cause cancer or reproductive toxicity as listed under Proposition 65 State Drinking Water and Toxic Enforcement Act. For additional information, contact Customer Service.

NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW:

REPORTING REQUIREMENT:

WATER 7732-18-5 48.5-94.5%

SODIUM HYDROXIDE 1310-73-2 5.5-51.5%

SODIUM CHLORIDE 7647-14-5 0-1.3%

RIGHT TO KNOW HAZARDOUS SUBSTANCE LIST: SODIUM HYDROXIDE 1310-73-2 5.5-51.5%

SPECIAL HEALTH HAZARD SUBSTANCE LIST: SODIUM HYDROXIDE 1310-73-2 5.5-51.5%

PENNSYLVANIA RIGHT TO KNOW: REPORTING REQUIREMENT:

WATER 7732-18-5 48.5-94.5%

SODIUM HYDROXIDE 1310-73-2 5.5-51.5%

HAZARDOUS SUBSTANCE LIST:

SODIUM HYDROXIDE 1310-73-2 5.5-51.5%

ENVIRONMENTAL HAZARDOUS SUBSTANCE LIST:

SODIUM HYDROXIDE 1310-73-2 5.5-51.5%

SPECIAL HAZARDOUS SUBSTANCE LIST:

Not regulated.

CANADIAN REGULATIONS:

CONTROLLED PRODUCTS REGULATIONS (CPR): This product has been classified in accordance with the criteria of the Controlled Products Regulations (CPR) and the MSDS contains all of the information required by the CPR.

WHMIS CLASSIFICATION: D1B, E.

NATIONAL INVENTORY STATUS:

U.S. INVENTORY (TSCA): All the components of this substance are listed on or are exempt from the inventory.

TSCA 12(b) EXPORT NOTIFICATION: Not listed.

CANADA INVENTORY (DSL/NDSL): All components of this product are listed on the DSL.

16. OTHER INFORMATION

For Additional Information:

Contact: MSDS Coordinator - Univar USA

During business hours, Pacific Time - (425) 889-3400

NOTICE

Univar USA expressly disclaims all express or implied warranties of merchantability and fitness for a particular purpose with respect to the product or information provided herein, and shall under no circumstances be liable for incidental or consequential damages.

Do not use ingredient information and/or ingredient percentages in this MSDS as a product specification. For product specification information refer to a Product Specification Sheet and/or a Certificate of Analysis. These can be obtained from your local Univar USA Sales Office.

All information appearing herein is based upon data obtained from the manufacturer and/or recognized technical sources. While the information is believed to be accurate, Univar USA makes no representations as to its accuracy or sufficiency. Conditions of use are beyond Univar USA's control. Therefore, users are responsible to verify this data under their own operating conditions to determine whether the product is suitable for their particular purposes, and they assume all risks of their use, handling, and disposal of the product or from the publication or use of, or reliance upon, information contained herein. This information relates only to the product designated herein and does not relate to its use in combination with any other material or in any other process.

END OF MSDS



Caustic Soda Solution 50% Commercial Grade

Certificate of Analysis/Compliance

Shipped from: KINDER MORGAN (Terminal Name)
 Ship Date: December 28, 2004
 Dow Reference #: 6012514
 Customer Name: UNIVAR
 Customer P.O. #: -----
 Fax #: -----
 Dow Order #: 8508986
 Material: SODIUM HYDROXIDE (Product Name)
 Lot Number: 791099
 Vehicle I.D.: 17501

This material supplied by The Dow Chemical Company in North America is certified by NSF International NSF/ANSI Standard 60 Drinking Water Treatment Chemicals for use as Corrosion & Scale Control and pH Adjustment at a maximum use level of 100 mg/L.

Component	Test Result	Spec.	Units
Total Alkalinity (as NaOH)	<u>50.28</u> (a)	49.00-51.00	%
Total Alkalinity (as Na ₂ O)	<u>38.95</u> (b)	38.00-39.50	%
Sodium Chloride (NaCl)	<u>0.91</u> (a)	1.00 max	%
Iron (Fe)	<u>3.8</u> (a)	5.0 max	mg/kg (ppm)
Sodium Carbonate (Na ₂ CO ₃)	<u>0.05</u> (c)	0.20 max	%
Sodium Sulfate (Na ₂ SO ₄)	<u>0.022</u> (c)	0.025 max	%

1. This product, based on an assay concentration (as NaOH) of 48.5% - 51.5%, meets the following test requirements of the Food Chemicals Codex (FCC) 4th Edition, for Sodium Hydroxide Solution.

- Arsenic (as As) - 1.5 mg/kg maximum
- Carbonate (as Na₂CO₃) - 1.5% maximum
- Heavy Metals (as Pb) - 0.001% maximum
- Lead (as Pb) - 5 mg/kg maximum
- Mercury - 0.5 mg/kg maximum

2. Users of Dow Caustic Soda Solution in food-related applications must carefully assess this product to determine if it is suitable for their application. It cannot be assumed that products meeting the FCC test requirements set forth immediately above are suitable for food uses.

3. This product is produced using a non-mercury process. Mercury would not be anticipated to be found in the product.

Other items:

All impurities are on a solution basis

- (a) Results based on shore tank sample analysis
- (b) Calculated from Total Alkalinity as NaOH
- (c) Compliance based on Dow production plant analysis

Dow certifies that this material meets the requirements of the

Any questions or comments regarding the above information
 Customer Service Center
 1-800-232-2436

Date: 11-6-105

Univar Product# 238341

Univar Lot# TA015809916

**LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR ANNUAL PURCHASE OF SODIUM HYDROXIDE (CAUSTIC SODA)
25% & 50%**

DATE SUBMITTED: March 29, 2005

VENDOR NAME: Allied Universal Corp.

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:
One

SECTION A - SODIUM HYDROXIDE 50% (CAUSTIC SODA)

Specify product name: Sodium Hydroxide

\$ 593.00 PER TON X 120 DRY TONS = Total Cost \$ 71,160.00 (SECTION A)

Manufacturer Various

Min/max 500 – 2,500 gallons

SECTION B - SODIUM HYDROXIDE 25% (CAUSTIC SODA)

Specify product name: Sodium Hydroxide

\$ 1.19 PER GAL. X 16,300 GALLONS = Total Cost \$ 19,397.00 (SECTION B)

Manufacturer Various

Min/max 250 – 1,500 gallons

GRAND TOTAL (SECTIONS A & B): \$ 90,557.00

TO BE DELIVERED WITHIN 3 work CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

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

Yes _____ No X

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

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

Are there any modifications to the quote or specifications:

Yes _____ No X

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

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

FIRM NAME Allied Universal Corp.

BY (Printed): Catherine Guillarmod

BY (Signature): *Catherine Guillarmod*

TITLE: Executive Administrator

FEDERAL ID # OR S.S.# 59 0776285

ADDRESS: 3901 N.W. 115 Ave.

Miami, FL 33178

PHONE NO.: (305) 888-2623

FAX NO.: (305) 463-8369

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: cathiec@allieduniversal.com

REVISED: 7/28/00

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS FOR
ANNUAL PURCHASE OF SODIUM HYDROXIDE (CAUSTIC SODA)
25% & 50%**

SCOPE

The purpose of this quotation is to solicit prospective bidders to furnish and deliver sodium hydroxide (caustic soda) – in both 25% and 50% strengths - 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 either by Section or overall (Grand Total – Sections A and B) whichever is in the best interest of Lee County. Vendors will need to quote on both Sections 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

For 50%:

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

Phone: (239) 997-1861
Fax : (239) 997-0098
Contact Person: John Gibson

Olga WTP
1450 Werner Drive
Alva, FL 33920

Phone: (239) 694-4038
Fax: (239) 694-2370
Contact Person: Lenny Sword

North RO WTP
Durrance Road
North Fort Myers, FL 33917

Phone: (239) 267-8228*
Fax: (239) 267-8268*
Contact Person: Richard Hawes

*Note: Phone and fax numbers will change when this plant comes on line.

For 25%:

Fiesta Village WWTP
1366 San Souci Dr.
Fort Myers, FL 33919

Phone: (239) 481-1953
Fax: (239) 481-2691
Contact Person: Dennis Lang

Ft. Myers Beach WWTP
17155 Pine Ridge Road
Fort Myers Beach, FL 33931

Phone: (239) 466-8039
Fax: (239) 466-3952
Contact Person: Ben Wright

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

SECTION A - SODIUM HYDROXIDE 50% (CAUSTIC SODA)

A. Description

Commercial grade approved for use in potable water under rule 17-555.325 F.A.C. and certified as being in compliance with ANSI/AWWA standard B501-03.

B. Physical properties

Product shall be delivered as a 50% solution. Product shall meet or exceed all industry standards for quality control.

C. Packaging

Bulk; Packaging shall conform with all applicable federal and state standards. Unloading shall be through a 2" quick couple fitting on the tank. Hoses for delivering from the tanker to the holding tank shall be the responsibility of the awarded vendor.

D. Delivery Location

Waterway Estates WTP
4271 St. Clair Ave. W.
Ft. Myers, FL 33903

Olga WTP
1450 Werner Drive 33903
Alva, FL 33920

North RO WTP
Durrance Road
North Ft. Myers FL. 33917

E. Amount

Annual Estimated Usage: 120 dry tons

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.

G. Delivery Amounts/Requirements

Waterway Estates WTP;
Min/max 500-750 gallons per delivery, 40' 2 inch hose is required

Olga WTP;
Min/max 1,000-2,500 gallons per delivery, 80' 2 inch hose is required

North RO WTP
Min/max 1,000-2,500 gallons per delivery, 40' 2 inch hose is required

H. Prospective Bidders

Prospective bidders shall supply a complete analysis and a representative sample of their product for independent verification to the County, prior to the award of the contract. All analysis shall be in accordance with AWWA and industry standards.

SECTION B - SODIUM HYDROXIDE 25% (CAUSTIC SODA)

A. Description

Commercial grade approved for use in an odor control unit.

B. Physical properties

Product shall be delivered as a 25% solution. Product shall meet or exceed all industry standards for quality control.

C. Packaging

Unloading shall be through a 2" quick couple fitting on the tank. Hoses for delivering from the tanker to the holding tank shall be the responsibility of the awarded vendor.

D. Delivery Location

Fiesta Village WWTP
1366 San Souci Dr.
Fort Myers, FL 33919

Ft. Myers Beach, WWTP
17155 Pine Ridge Road
Fort Myers Beach, FL 33931

E. Amount

Annual Estimated Usage: 16,300 gallons

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.

G. Delivery Amounts/Requirements

Fiesta Village WWTP;
Min/max 250-300 gallons per delivery, 35' 2 inch hose is required

Ft. Myers Beach WWTP;
Min/max 1,000-1,500 gallons per delivery, 35' 2 inch hose is required

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

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

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

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

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

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

1. How many employees are available to service this contract? 75

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

Fleet of tractor trailers

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

We have our warehouse stocked at all times.

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

Yes _____ No X

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

INSURANCE GUIDE - HAZARDOUS MATERIALS HAULERS

NOTE : Your certificate of insurance must meet the following requirements:

Requirement #1 :

The Lee County Board of County Commissioners shall be added as an additional insured on the comprehensive general liability policy.

Requirement #2 :

Certificate holder shall be listed as follows :

Lee County Board of County Commissioners
C /O Lee County Purchasing
P.O. Box 398
Fort Myers, FL 33902

Requirement #3 :

Each policy shall provide a 30 day notification clause in the event of cancellation, non-renewal or adverse change.

1. **Minimum Insurance Requirements:** Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendor's interest or liabilities, but are merely minimums.
 - 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:
 - \$1,000,000 bodily injury per person (BI)
 - \$2,000,000 bodily injury per occurrence (BI)
 - \$1,000,000 property damage (PD) or
 - \$2,000,000 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)
\$2,000,000 bodily injury per occurrence (BI)
\$1,000,000 property damage (PD) or
\$2,000,000 combined single limit (CSL) of BI and PD

- d. Pollution Liability - Covering a transporter moving hazardous products or waste as cargo aboard the transporter's truck:

\$1,000,000 bodily injury / property damage/ cleanup,
including wrongful delivery.

****The required limit of liability shown in Insurance Requirements item: 1.a; 1.b; 1.c; 1. d; 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. 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:

MAILING ADDRESS
 Lee County Purchasing
 P.O. Box 398 or
 Ft. Myers, FL 33902-0398

PHYSICAL ADDRESS
 Lee County Purchasing
 1825 Hendry St 3rd Floor
 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

SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Tammy Hall
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

David M. Owen
County Attorney

Diana M. Parker
County Hearing
Examiner

March 28, 2005

Quotation No.: Q-050300

**LEE COUNTY ADDENDUM NUMBER ONE
TO THE SPECIFICATIONS FOR
ANNUAL PURCHASE OF SODIUM HYDROXIDE (CAUSTIC SODA)
25% & 50%**

**QUOTERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE PROPOSAL
QUOTE FORM (PAGE 13).**

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

**THE OPENING DATE FOR THIS QUOTATION HAS BEEN CHANGED TO APRIL 12,
2005, AT 2:30 P.M.**

Please note the following:

Delivery to the Fiesta Village WWTP will **NOT** be required under this quotation. Please disregard all references to this plant in the quotation and do not include it in your pricing.

If there are any questions regarding this addendum, please contact Bob Franceschini at 239-344-5450.

DIVISION OF PURCHASING

Robert D. Franceschini, C.P.M., CPPB
Purchasing Agent

cc: Chad Denney/Utilities
Thomas Hill/Utilities
Lisa Pierce/Minutes

Post-it® Fax Note	7671	Date	3-28-05	# of pages	▶ 1
To	Allied Universal		From	BOB	
Co./Dept.			Co.		
Phone #			Phone #	239-344-5450	
Fax #	805-463-8369		Fax #		

ATTACHMENT #5

To: Judy Cheves
From: Chad Denney
Date: April 21, 2005
Re: Quote #Q-05033

Judy, this should answer all your questions for the Sodium Hydroxide Bid. Should you have any questions please let me know.

*Language covering what the action accomplishes; Bidding out this chemical allows for price comparison and competitive bidding from several vendors.

*Account Strings 25%	Beach Wastewater Plant	OD53605-505240
50%	Olga Water Plant	OD53601-505240
	Pinewoods Water Plant	OD53619-505240
	Waterway Estates Water Plant	OD53625-505240
	North Lee County Water Plant	OD53631-505240

***Estimated** annual expenditure; 25% - \$9,520
50% - \$467,500

*Management Recommendations; Lee County Utilities recommends awarding the 50% caustic to Univar and the 25% caustic to Allied Universal. Each of these vendors was the lowest bidder meeting specification for their specified product.

Estimated annual expenditure differs considerably from the bid tabulation sheet due to an under estimation of usage at the NLCWTP and omission of the Pinewoods Water Plant. Provisions set forth in the bid documents allow plants to be added or deleted without affecting pricing.