



**LEE COUNTY**  
S O U T H W E S T F L O R I D A

PROJECT NO.:B-140052

OPEN DATE: December 20, 2013

AND TIME: 2:30 P.M.

PRE-BID DATE: N/A

AND TIME:

LOCATION: 1825 Hendry Street, 3<sup>rd</sup> Floor  
Fort Myers, FL 33902

# REQUEST FOR BID

## TITLE:

## ANNUAL CONTRACT FOR THE PURCHASE OF CHEMICALS FOR UTILITIES WATER AND WASTEWATER PLANTS

Advertised Date: November 22, 2013

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PROCUREMENT MANAGEMENT

### ADDRESS

1825 Hendry St 3<sup>rd</sup> Floor  
FORT MYERS, FL 33901

### PROCUREMENT CONTACT:

NAME Amy Hofschneider  
TITLE Procurement Analyst  
PHONE NO.: (239) 533-5899  
EMAIL: [ahofschneider@leegov.com](mailto:ahofschneider@leegov.com)

## GENERAL CONDITIONS

Sealed Bids will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until the time and date specified on the cover sheet of this "Request for Bid", and opened immediately thereafter by the Director or designee.

Any question regarding this solicitation should be directed to the Procurement Division Contact listed on the cover page of this solicitation, or by calling the Division of Procurement Management at (239) 533-5450.

### 1. SUBMISSION OF BID:

- a. Bids must be sealed in an envelope, and the outside of the envelope must be marked with the following information:
  1. Marked with the words "Sealed Bid"
  2. Name of the firm submitting the bid
  3. Title of the bid
  4. Bid number
- b. The Bid must be submitted in duplicate as follows:
  1. The original consisting of the Lee County bid forms completed and signed, and where applicable corporate and/or notary seals attached.
  2. A copy of the original bid forms for the Director.
- c. The following must be submitted along with the bid in a separate envelope. This envelope must be marked as described above, but instead of marking the envelope as "Sealed Bid", please indicate the contents; i.e., literature, drawings, submittals, etc. This information must be submitted in duplicate.
  1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your bid; i.e., required submittals, literature, technical data, financial statements.
  2. Warranties and guarantees against defective materials and workmanship.
- d. **BIDS RECEIVED LATE:** It is the bidder's responsibility to ensure the bid is received by the Division of Procurement Management prior to the opening date and time specified. Any bid received after the opening date and time will be promptly returned to the bidder unopened. Lee County will not be responsible for bids received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- e. **BID 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.
- f. **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.). Poor or unacceptable past performance may result in bidder disqualification.

- g. **WITHDRAWAL OF BID:** No bid may be withdrawn for a period of 90 days after the scheduled time for receiving bids. A bid may be withdrawn prior to the bid-opening date and time. Such a request to withdraw must be made in writing to the Director, who will approve or disapprove of the request.
- h. **COUNTY RESERVES THE RIGHT:** The County reserves the right to exercise its discretion, to waive minor informalities in any bid; to reject any or all bids with or without cause; and/or to accept the bid that in its judgment will be in the best interest of the County of Lee.
- i. **EXECUTION OF BID:** All bids shall contain the signature of an authorized representative of the bidder in the space provided on the quote proposal form. All bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bid shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the bid **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 deemed 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 equal quality. However, if a product other than that specified is bid, it is the vendor's responsibility to name such product with his bid 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 bidder 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 will require a specific product only, 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. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

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

- c. The geographic preference established in the Local Vendor Preference ordinance is applicable to all Lee County procurement activities unless otherwise specifically noted in the solicitation package. Provided, however, the Local Vendor Preference ordinance is not applicable to procurement activity or solicitations involving Federal Transit Administration grant funds.
- d. Florida Statutes Section 607.1501 (1) states: A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

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

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

6. **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 bid 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 bidder to ensure that they are represented at the pre-bid. Only those bidders who attend the pre-bid conference will be allowed to bid on this project.

7. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice 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 bid.

Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, 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 bidders should include in their bid all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

8. **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, must file a written "Notice of Intent to File a Protest" with the Lee County Procurement Management Director not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of the County's "Notice of Intended Decision" 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 must 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 Procurement Management 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 (CMO: 514), along with the bid/quote/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

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

Upon receipt of a timely filed "Notice of Intent to File a Protest", the Procurement Management 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 an 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."**

9. **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.

10. **QUALIFICATION OF BIDDERS** (unless otherwise noted)

Bids will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Bidders 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 bids where evidence submitted or investigation and evaluation indicates an inability of the bidder to perform.

11. **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 bid materials, as may apply to this procurement.

12. **MISCELLANEOUS**

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

13. **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.

14. **AUTHORITY TO PIGGYBACK**

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

15. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this bid 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 bid, whether through size, complexity, or dollar value.

**c) Disadvantaged Business Enterprises (DBE's)**

The County, in its sole discretion, reserves the right to purchase any of the items in this bid from a Disadvantaged 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 bid from DBE's to fulfill the County's stated policy toward DBE's.

**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 ensure 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 ensure 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.

16. **AUDITABLE RECORDS**

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

17. **DRUG FREE WORKPLACE**

Whenever two or more bids/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a bid/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.

18. **REQUIRED SUBMITTALS**

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

19. **TERMINATION**

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

Any vendor who has voluntarily withdrawn from a formal bid/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 Procurement Management.

20. **CONFIDENTIALITY**

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

21. **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.

22. **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 CONTRACT FOR THE PURCHASE OF  
CHEMICALS FOR UTILITIES WATER AND WASTEWATER PLANTS**

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

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

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

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

**NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.**

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

**GRAND TOTAL (ALL SECTIONS):**     \$ \_\_\_\_\_

**SECTION 1a: HYDROCHLORIC ACID 31% (muriatic acid)**

Specify Product Name: \_\_\_\_\_

\$ \_\_\_\_\_ per 55 gallon drum

Manufacturer: \_\_\_\_\_

**SECTION 1b: HYDROCHLORIC ACID 31% (muriatic acid)**

Specify Product Name: \_\_\_\_\_

\$ \_\_\_\_\_ 1 gallon jug, Four (4) one jugs per case

Manufacturer: \_\_\_\_\_

**SECTION 2: ZINC ORTHO-PHOSPHATE**

Specify Product Name: \_\_\_\_\_ \$ \_\_\_\_\_ per lb

Minimum Order Quantity: \_\_\_\_\_

**SECTION 3: ANHYDROUS AMMONIA**

Specify Product Name: \_\_\_\_\_

\$ \_\_\_\_\_ ea X 100 tons = Total Cost \$ \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Min/max 500 – 2,500 lbs

**SECTION 4: HYDRATED LIME**

Specify Product Name: \_\_\_\_\_

\$ \_\_\_\_\_ ea X 50 tons = Total Cost \$ \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Min/max 10 tons

**SECTION 5a: POLYMER**

Specify Product Name: \_\_\_\_\_

\$ \_\_\_\_\_ ea X 11,000 lbs = Total Cost \$ \_\_\_\_\_

Manufacturer: \_\_\_\_\_ BASF Corporation, Magnafloc LT 25 or equal  
(Equal- see technical specifications 5H for requirements and testing procedures)

Min/max 1,500 – 2,500 lbs

**SECTION 5b: POLYMER**

Specify Product Name: \_\_\_\_\_

\$ \_\_\_\_\_ ea X 12,000 lbs = Total Cost \$ \_\_\_\_\_

Manufacturer: \_\_\_\_\_ BASF Corporation, Magnafloc LT 27 or equal  
(Equal- see technical specifications 5H for requirements and testing procedures)

Min/max 1,500 – 2,500 lbs.

**SECTION 6: QUICKLIME, BULK (Powder to 3/8")**

Specify Product Name: \_\_\_\_\_

\$ \_\_\_\_\_ ea X 5,000 tons = Total Cost \$ \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Min/max 25 tons

**SECTION 7a: TRICHLOROISOCYANURIC 3 inch stabilized tablets**

Specify Product Name: \_\_\_\_\_ \$ \_\_\_\_\_/50# pail

Minimum Order Quantity: \_\_\_\_\_

**SECTION 7b: TRICHLOROISOCYANURIC stabilized pool sticks**

Specify Product Name: \_\_\_\_\_ \$ \_\_\_\_\_/50# pail

Minimum Order Quantity: \_\_\_\_\_

**SECTION 8: CALCIUM HYPOCHLORITE, GRANULAR**

Specify Product Name: \_\_\_\_\_

\$ \_\_\_\_\_ ea X 12,000 lbs (100#) pails = Total Cost \$: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Min/max 1 – 20 pails

**SECTION 9a: FLOCCULANT, CATIONIC POLYACRYLAMIDE EMULSION**

Specify Product Name: \_\_\_\_\_

\$ \_\_\_\_\_ ea X 31,000 lbs (55 gal drums) = Total Cost \$: \_\_\_\_\_

\$ \_\_\_\_\_ ea X 21,000 lbs (230/250 gal totes) = Total Cost \$: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ BASF Corporation Zetag 8848 or approved equal  
(Equal- see technical specifications 9G for requirements and testing procedures)

**SECTION 9b: FLOCCULANT, CATIONIC POLYACRYLAMIDE EMULSION**

Specify Product Name: \_\_\_\_\_

\$ \_\_\_\_\_ ea X 56,000 lbs (230/250 gal totes) = Total Cost \$: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Polydine SE-1080 or approved equal  
(Equal- see technical specifications 9G for requirements and testing procedures)

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

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

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

Does your firm have a location/office/facility in Lee County?

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

Address:

\_\_\_\_\_

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

Are there any modifications to the bid or specifications?

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

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

MODIFICATIONS:

Bidder shall submit his/her bid 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 Bidder/Bid being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

**THE BELOW SIGNED BIDDER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS BID WITH OTHER BIDDERS AND HAS NOT COLLUDED WITH ANY OTHER BIDDER OR PARTIES TO A BID 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).**

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

DUNS #: \_\_\_\_\_

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER:

\_\_\_\_\_

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE): \_\_\_\_\_ Yes \_\_\_\_\_ No

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS  
FOR  
ANNUAL CONTRACT FOR THE PURCHASE OF  
CHEMICALS FOR UTILITIES WATER AND WASTEWATER PLANTS**

**SCOPE**

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

Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

**TERM OF AWARD**

If awarded, the terms of this solicitation shall be in effect for one year or until new quotes are taken and awarded. The County reserves the right to renew this quote (or any portion thereof) and to negotiate lower pricing as a condition for each renewal, for up to four additional one-year period, upon mutual agreement of both parties and, except as to lower pricing, 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 Procurement Director's discretion, not to award certain items on the Proposal Quote Form.

The basis of award for this quote will be low quoter meeting specifications by section or overall (grand total) at Lee County's sole discretion. Award shall include firm delivered prices within the minimum/maximum quantity ranges F.O.B., Lee County, Florida to the delivery locations as specified. Bidder is not required to quote on all sections 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).



Lee County reserves the right to award this quote which best serves the interest of Lee County; i.e.: to a single vendor, to multiple vendors, or by a primary/secondary vendor basis, at Lee County's sole discretion.

### SUBMITTALS

Vendor should submit 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

If Lee County requires less than the minimum order quantity stated on the Proposal Quote Form, Lee County will contact the awarded vendor to receive that product at the same quoted price or obtain alternate firm delivered pricing for that product. Lee County reserves the right to accept that price or go elsewhere.

### QUANTITY PRICE BREAKS

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

### PRICE ESCALATION/DE-ESCALATION

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

The awarded vendor(s) shall not give less than 30 days advance written notice of a price increase to the Division of Procurement. Any approved price change will be effective only at the beginning of the calendar month following the end of the full 30-day notification period. The vendor shall document the amount and proposed effective date of the change in price. The price change must affect all accounts serviced by the vendor. Documentation shall be supplied with vendor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the County; and

(2) verify the amount or percentage of increase which is being passed on to the vendor by others not under the control of the vendor. Failure by the vendor to supply the aforementioned verification with the request for price increase will result in delay of the effective date of such increase.

The Division of Procurement may make such verification as deemed adequate. However, an increase, which the Division of Procurement determines is excessive, regardless of any documentation supplied by the vendor, may be cause for cancellation of the contract by the Division of Procurement. The Division of Procurement will notify using agencies and vendor in writing of the effective date of any increase, which is approved. However, the Vendor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Vendor is further advised that price decreases that affect the cost of materials, labor, and transportation are required to be passed on to the County immediately. Failure to do so will result in action to recoup such amounts.

### FUEL SURCHARGES

Requests for fuel surcharges will be reviewed by the County on a case-by-case basis at any time over the term of the contract. Acceptance of such surcharges will be at the County's sole discretion. No fuel surcharges requests will be considered or granted for the first three months after the initial award of the quote. Such surcharges, if granted, will be considered temporary. At the time of request, the vendor shall indicate the period of time the surcharges will be necessary. At the expiration of that time the surcharge will be reviewed again and may be reviewed or extended. The County reserves the right at its sole discretion to tie surcharges to a nationally known index of its choosing (i.e., the U.S. Department of Energy); or to negotiate a percentage or flat fee directly with the awarded vendor.

### 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.

### 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.

### TRAINING SESSIONS

Awarded supplier (s) will be required to provide, at no additional cost to the County, two 4-hour training sessions each year, that meet the federal and state safety and right to know training requirements. The education and instruction of the County's operations personnel shall be by a qualified instructor familiar with the safe handling practices associated with the chemical being discussed. Failure to provide this service will be considered a default of the contract.

The training sessions will be held in one central location in Lee County which will be determined by Lee County Utilities. The awarded supplier(s) will be responsible for travel, lodging, meals and training materials costs.

SAFETY

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

INSURANCE

Insurance shall be provided, per the attached insurance guide, prior to issuance of notice to proceed.

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 for the water plants must be approved by the National Sanitation Foundation as applicable.

**Please provide written proof with your quote package.**

**All chemicals for the water plants that are bagged, bottled, or delivered in drums will have an NSF label attached to each one.**

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

Vendors do not need to quote on all chemicals in order to be considered for award; however, each chemical has its own specific requirements which vary by location (delivery times, etc.) with which the awarded vendor must comply.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

SUB-CONTRACTORS

The use of sub-contractors under this quote is not allowed without prior written authorization from the County representative.

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. 08-26 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/Collier 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 three (3) years, and that has the personnel, equipment and materials located within the boundaries of Lee/Collier 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.

AGREEMENTS/CONTRACTS

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.

## TECHNICAL SPECIFICATIONS

### SECTION 1a AND 1b: HYDROCHLORIC ACID 31% (Muriatic acid)

#### A. Description

A strong mineral acid.

#### B. Physical Properties

- a. Appearance – liquid @ 20 deg C, 1 atm
- b. Molecular weight – 36.5
- c. Bulk density – 9.671 – 9.908 lbs/gal
- d. Solubility (water) – very soluble
- e. Color – clear/slightly yellow
- f. Odor – sharp, pungent, irritant

#### C. Packaging

55 gallon drum  
1 Gallon jugs

#### D. Delivery Location

Olga WTP  
1450 Werner Drive  
Alva, FL 33920

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

Corkscrew WTP  
16101 Alico Road  
Ft. Myers, FL 33913

Green Meadows WTP  
13001 Alico Road  
Ft. Myers, FL 33913

North RO WTP  
18250 Durrance Road  
N. Ft. Myers FL 33917

#### E. Amount

Estimated usage annually – 1,000 gallons in 55 gallon drums  
244 gallons in 1 gallon jugs

#### F. Delivery Time

Shipment will be FOB destination, and received between the hours of **8:00 am and 4:00 pm, Monday through Friday**, within seven (7) calendar days after verbal receipt of the order from Lee County.

#### G. Delivery Amounts/Requirements

Olga WTP:  
Min/max 4 – 8 cases of 4 gallons per case per delivery

Corkscrew WTP:  
Min/max 4 – 8 cases of 4 gallons per case per delivery

Green Meadows WTP:  
Min/max 4 – 8 cases of 4 gallons per case per delivery

North RO WTP  
Min/max 4 – 8 cases of 4 gallons per case per delivery

Ft. Myers Beach WWTP  
Min/max 4 – 8, 55 gallon drums per delivery

**SECTION 2: ZINC ORTHO-PHOSPHATE**

**A. Description**

**Per AWWA specification B506-06 or latest revision**  
Clear, Colorless Liquid with no odor.

**B. Physical Properties**

- a. Appearance – Clear, Colorless liquid with no odor
- b. Specific Gravity – (70F) 1.398
- c. Freeze Point – (F) – 13.00
- d. Viscosity – (cps 70F) 10
- e. Vapor Pressure (mmHG) ~ 18.0
- f. Vapor Density (air -1) <1.00
- g. % Solubility (water) 100.0
- h. Flash Point (F) > 200 P-M (cc)
- i. pH as is (approx) 1.4
- j. Evaporation rate <1.00
- k. As a minimum, 36% of the product is zinc and orthophosphate (zinc plus orthophosphate)
- l. Ratio of phosphate to zinc is 3 to 1

**C. Packaging**

Bulk delivery, gallons

**D. Delivery Locations**

Pinewoods WTP  
11950 Corkscrew Road  
Estero, FL 33928

**E. Amount**

Estimated usage annually – 75,000 lbs

**F. Delivery Time**

Shipment will be FOB destination, and received between the hours of **8:00 am and 4:00 pm, Monday through Friday**, within seven (7) calendar days after verbal receipt of the order from Lee County.

**G. Delivery Amounts/Requirements**

Pinewoods WTP:

Min/max 1,000 – 3,000 gals per delivery, 40' 2 inch hose is required

**SECTION 3: ANHYDROUS AMMONIA**

**A. Description – AWWA Standard B305-06 or latest revision**

Ammonia is the compound formed by the chemical combination of the two gaseous elements, nitrogen and hydrogen, in the molar proportion of one part nitrogen to three parts hydrogen. This relationship is shown in the chemical symbol for ammonia, NH<sub>3</sub>. On a weight basis, the ratio is fourteen parts nitrogen to three parts hydrogen or approximately 82% nitrogen to 28% hydrogen.

**B. Physical Properties**

- a. Molecular symbol – NH<sub>3</sub>
- b. Molecular weight – 17.031
- c. Boiling point at one atmosphere – 28F (33.3C)
- d. Freezing point at one atmosphere – 107.9F (-77.7C)
- e. Critical temperature – 271.4F (133.0C)
- f. Critical pressure – 1657 psi (114.2)
- g. Odor – pungent

**C. Packaging**

Since the transportation of ammonia as a vapor is not commercially economical, it is shipped and stored as a liquefied compressed gas. When filling the customer's un-insulated tank, by volume, DOT regulations permit a maximum of 87.5%, if the temperature of the ammonia being loaded is not lower than 30F (-1.1C) and if the filling is stopped at the first sign of ice forming on the outside of the tank.

**D. Delivery Location**

Green Meadows WTP  
13001 Alico Road  
Ft. Myers, FL 33913

Corkscrew WTP  
16101 Alico Road  
Ft. Myers, FL 33913

Waterway Estates WTP  
4271 St. Clair Avenue West  
N. Ft. Myers, FL 33903

Olga WTP  
1450 Werner Drive  
Alva, FL 33920

N. RO WTP  
18250 Durrance Road  
N. Ft. Myers, FL 33902

Pinewoods WTP  
11950 Corkscrew Road  
Estero, FL 33928

**E. Amount**

Estimated usage annually – 70 tons

**F. Delivery Time**

Shipment will be FOB destination, and received between the hours of **8:00 am and 4:00 pm, Monday through Friday**, within three (3) calendar days after verbal receipt of the order from Lee County.

**G. Delivery Amounts/Requirements**

Green Meadows WTP:

Min/max 500 – 2,500 lbs per delivery, 30' hose is required

Olga WTP:

Min/max 500 – 2,500 lbs per delivery, 50' hose is required

Corkscrew WTP:

Min/max 500 – 2,500 lbs per delivery, 30' hose is required

Waterway Estates WTP:

Min/max 500 – 750 lbs per delivery, 40' hose is required

Pinewoods WTP:

Min/max 500 – 2,500 lbs per delivery, 30' hose is required

N. RO WTP:

Min/max 500 – 2,500 lbs per delivery, 30' hose is required

**H. Successful Bidders**

Vendor shall have a qualified representative who shall be available 24 hours a day, 7 days a week in case of emergency.

**Storage tanks will be provided by Lee County.**

**SECTION 4: HYDRATED LIME**

**A. Description – AWWA B202-07 or the latest revision**

A very finely divided powder resulting from the hydration of quicklime with enough water to satisfy its chemical affinity. Consists of calcium hydroxide or a mixture of calcium hydroxide and magnesium hydroxide; 68% calcium oxide, not less than 62%.

**B. Physical Properties**

Consists of calcium hydroxide or a mixture of calcium hydroxide and magnesium hydroxide; 68% calcium oxide, not less than 62%.

**C. Packaging**

The quicklime shall be delivered in bulk, by a hopper truck that can be unloaded pneumatically.

**D. Delivery Location**



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

**E. Amount**

Estimated usage annually – 50 tons

**F. Delivery Time**

Shipments will be FOB destination, and **By Appointment Only**, within three (3) calendar days after verbal receipt of the order from Lee County.

**G. Delivery Amounts/Requirements**

Waterway Estates WTP:  
Min/max 10 tons per delivery, 20' 4 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. The analysis shall include a sieve analysis showing the percent captured on each size sieve, ranging from a ¾" sieve to a #200 sieve. There will also be an analysis presented showing the available calcium oxide content, slaking time, temperature rise and insoluble matter content. All analyses shall be done in accordance with AWWA Spec B-202 (latest edition).

**SECTION 5a AND 5b: POLYMER – No AWWA Standard**

**A. Description**

Various polymers are required for Lee County Utilities. Water Treatment Plants require a polymer that performs and has the same chemical structure as BASF Magnafloc LT 25 or equal and Magnafloc LT 27 or equal. Product is generally described as a mildly anionic, white, dry, free-flowing powder or liquid used for flocculation in water softening units, where an organic synthetic material is essential.

**B. Physical Properties**

- a. Charge in solution – Anionic 11% to 29%
- b. Relative molecular weight – 10,000,000
- c. Bulk density – 47-lbs/cu.ft.
- d. pH 0.5% solution – 7.5
- e. Solution viscosity – tap water - .1%
- f. Flash point – less than 230°C
- g. Maximum stock solution – 1.0%
- h. Must be effective at or below a dosage of 0.20 PPM
- i. Odor – slight ammonia odor
- j. Moisture – 5 +1%
- k. Viscosity of a 0.5% solution – equal to or greater than 5,000 CPS (25C)
- l. Particle size – 99% through 16 mesh

**C. Packaging**

Supplied in poly-lined multi-walled paper bags, net weight 56 lbs., or less (25 bags to pallet).

**D. Delivery Location**

Olga WTP (LT 25)  
1450 Werner Drive  
Alva, FL 33920

Corkscrew WTP (LT 27)  
16101 Alico Road  
Ft. Myers, FL 33913

Greenmeadows WTP (LT 27)  
16001 Airport Haul Road  
Ft. Myers, FL 33913

**E. Amount**

Estimated usage annually – LT 25 – 11,000 lbs  
LT 27 – 12,000 lbs

**F. Delivery Time**

Shipment will be FOB destination, and received between the hours of **8:00 am and 4:00 pm, Monday through Friday**, within eight (8) calendar days after verbal receipt of the order from Lee County.

**G. Delivery Amounts/Requirements**

Olga WTP:  
Min/max 1,500 – 2,000 lbs per delivery, pallet jack in truck is required

Corkscrew WTP:  
Min/max 1,500 – 2,000 lbs per delivery, pallet jack in truck is required

Greenmeadows WTP  
Min/max 1,500 – 2,000 lbs per delivery, pallet jack in truck is required

**H. Successful Bidders**

The vendor supplying the potable coagulant aid must be capable of offering regular technical service to Lee County Utilities. A service engineer shall be available upon 24 hours notice for extending technical service, as requested.

The low quoter meeting specifications shall be required to participate in the following testing procedures, prior to the final award of this quote being made. The vendor shall conduct an extensive series of jar tests; (with the Lead Operator observing) to determine the ability of the coagulant aid to properly coagulate and settle the suspended materials and chemical precipitates within the reactors. The vendor will supply sufficient material at no charge to Lee County for a two week evaluation of the coagulant aid and shall supervise all phases of this evaluation for a minimum of two (2) weeks. During this time period, Lee County will get a first hand look at how

the polymer works under actual conditions such as, varied flow rates, mixer speed changes, temperature and solid content variations. If the tests are satisfactory, the award will then be made to that vendor.

### **I. Approvals**

A letter from the Department of Health stating this product is approved for use in Lee County Water Plants should be submitted with the quote response, their address is as follows:

Environmental Engineering  
DOH – Lee County Health Department  
60 Danley Drive, Unit 1  
Ft. Myers, FL 33907  
(239) 274-2207

### **Section 6: QUICKLIME, BULK (Powder to 3/8”)**

#### **A. Description – AWWA B202-07 or the latest revision**

A white, dry, free-flowing material, ranging in size from granular to pebble, along with various smaller size fines of calcium oxide, in a homogeneous mixture.

#### **B. Physical Properties**

- a. Appearance – white, free flowing powder/pebble mix
- b. Bulk density – 65-lb./cu.ft.
- c. CaO Content – at least 90%
- d. Size – pebble material according to AWWA standard B-202, Section 2.2.1.1 ranging in size from powder to 3/8”
- e. Insoluble matter – not to exceed 5%
- f. Not more than 5% of the fines shall pass a No. 100 U.S. Standard sieve and none will be retained on a 3/4” sieve.
- g. The material will have sufficient free flowing characteristics to prevent bridging in the storage silo at the water plant. If the material is found to bridge excessively in storage, this will be sufficient cause to cancel the contract and award the contract to the next lowest vendor.
- h. The vendor will adjust pricing or issue credits or refunds if it is discovered that an unusual amount of foreign material is produced by the normal use of this material. The vendor will also be responsible for any equipment damage (including parts and labor) resulting from foreign materials introduced to the lime feed system with the quicklime.

#### **C. Packaging**

The quicklime shall be delivered in bulk, by a hopper truck that can be unloaded pneumatically.

#### **D. Delivery Locations**

Olga WTP  
1450 Werner Drive  
Alva, FL 33920

Corkscrew WTP  
16101 Alico Road  
Ft. Myers, FL 33913

Green Meadows WTP  
16001 Airport Haul Road  
Ft. Myers, FL 33911

#### **E. Amount**

Estimated usage annually – 5 ,000 tons

**F. Delivery Time**

Shipment will be FOB destination, and received between the hours of **8:00 am and 4:00 pm, Monday through Friday**, within three (3) calendar days after verbal receipt of the order from Lee County.

**G. Delivery Amounts/Requirements**

Green Meadows WTP:

Min/max 25 tons per delivery, 20' 4 inch hose is required

Corkscrew WTP:

Min/max 25 tons per delivery, 10' 4 inch hose is required

Olga WTP:

Min/max 25 tons per delivery, 30' 4 inch hose is required

**H. Prospective Bidder**

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. The analysis shall include a sieve analysis showing the percent captured on each size sieve, ranging from a ¾" sieve to a #200 sieve. There will also be an analysis presented showing the available calcium oxide content, slaking time, temperature rise and insoluble matter content. All analyses shall be done in accordance with AWWA Spec B-202 07 (or the latest edition).

**SECTIONS 7a & 7b: TRICHLOROISOCY 3 inch stabilized tablets & stabilized pool sticks**

**A. Description – AWWA B300-10 or latest revision**

A white solid in stick or tablet form product with a chlorine odor.

**B. Physical Properties**

- a. Available chlorine minimum 99%
- b. Stabilized tablets 3 inch diameter or 2 inch diameter

**C. Packages**

Packaging and shipping must conform to current regulations. Containers are to be of a disposable nature and packaged per 50 lbs.

**D. Delivery Locations**

San Carlos WWTP  
18078 Cypress Point Road  
Ft. Myers, FL 33967

Gateway WWTP  
13240 Commerce Lakes Drive  
Ft. Myers, FL 33913

**E. Amount**

Estimated usage annually of sticks and tablets – 40 (50# pails)

**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 eight (8) calendar days after verbal receipt of the order from Lee County.

**G. Delivery Amounts/Requirements**

San Carlo WWTP:

Min/max pails, 1 – 5 pails per delivery, liftgate truck is required.

Gateway WWTP:

Min/max pails, 1 – 5 pails per delivery, liftgate truck is required.

**SECTION 8: GRANULAR CALCIUM HYPOCHLORITE****A. Description**

A white powder with a chlorine odor.

**B. Physical Properties**

- a. Available chlorine minimum 65%
- b. Bulk density 65 – 67 lbs/cu ft.
- c. Heat of Solution: slight exothermic

**C. Packaging**

Packaging and shipping must conform to current regulations. Containers are to be of a disposable nature and packaged per 100 lbs.

**D. Delivery Location**

College Parkway Office  
7401 College Parkway  
Ft. Myers, FL 33907

Corkscrew WTP  
16101 Alico Road  
Ft. Myers, FL 33913

Green Meadows WTP  
13001 Alico Road  
Ft. Myers, FL 33913

Olga WTP  
1450 Werner Drive  
Alva, FL 33920

Detar Warehouse  
5180 Tice Street  
Ft. Myers, FL 33905

Gateway Services WWTP  
13240 Commerce Lakes Drive  
Ft. Myers, FL 33913

Fiesta Village WWTP  
1366 San Souci Drive  
Ft. Myers, FL 33919

Fort Myers Beach WWTP  
17155 Pine Ridge Road  
Ft. Myers Beach, FL 33908

Three Oaks WWTP  
18251 Three Oaks Parkway  
Ft. Myers, FL 33912

Highpoint WWTP  
9001 Sedgefield Road  
N. Ft. Myers, FL 33917

North RO WTP  
18250 Durrance Road  
N. Ft. Myers, FL 33902

Pinewoods WTP  
11950 Corkscrew Road  
Estero, FL 33928

San Carlos WWTP  
18078 Cypress Point Road  
Ft. Myers, FL 33967

**E. Amount**

Estimated usage annually – 12,000 lbs

**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 eight (8) calendar days after verbal receipt of the order from Lee County.

**G. Delivery Amounts/Requirements**

College Parkway Office:  
Min/max 1 – 5 pails per delivery, liftgate truck is required

Green Meadows WTP:  
Min/max 1 – 5 pails per delivery, liftgate truck is required

Fiesta Village WWTP:  
Min/max 1 – 5 pails per delivery, liftgate truck is required

Three Oaks WWTP:  
Min/max 1 – 5 pails per delivery, liftgate truck is required

San Carlos WWTP:  
Min/max 1 – 5 pails per delivery, liftgate truck is required

Corkscrew WTP:  
Min/max 1 – 5 pails per delivery, liftgate truck is required

Olga WTP:  
Min/max 1 – 5 pails per delivery, liftgate truck is required

Fort Myers Beach WWTP:  
Min/max 1 – 5 pails per delivery, liftgate truck is required  
Highpoint WWTP:

Min/max 1 – 5 pails per delivery, liftgate truck is required

Pinewoods WTP

Min/max 2 – 4 pails per delivery, liftgate truck is required

North RO WTP:

Min/max 1 – 2 pails per delivery, liftgate truck is required

Detar Warehouse:

Min/max 10 – 20 pails per delivery, liftgate truck is required

Gateway WWTP:

Min/max 10 – 20 pails per delivery, liftgate truck 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 B300-10.

**SECTION 9a & 9b: FLOCCULANT, CATIONIC POLYACRYLAMIDE EMULSION**

**NOTE: Polymer shall be approved for reuse water and land applications as a residual in sludge. This documentation has to be provided with the bid.**

**A. Description – No AWWA Standard**

A Cationic polyacrylamide emulsion, viscous, free-flowing liquid for a de-watering sludge from wastewater digestion units.

**B. Packaging**

55 gallon drums and or 230/250 gal totes

**C. Delivery Locations**

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

Fiesta Village WWTP  
1366 San Souci Drive  
Ft. Myers, FL 33919

Three Oaks WWTP  
18521 Three Oaks Parkway  
Ft. Myers, FL 33912

Gateway WWTP  
13240 Griffin Drive  
Ft. Myers, Fl 33913

**D. Amount**

9a. BASF Corporation product Zetag 8848 estimated usage annually – 52,000 lbs

9b. Polydine product SE-1080 estimated usage annually – 56,000 lbs

**E. Delivery Time**

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

**F. Delivery Amounts/Requirements**

Fort Myers Beach WWTP:

Min/max – four, 55 gal drums per delivery, liftgate truck is required

Fiesta Village WWTP:

Min/max – one to four, 230/250 gal totes per delivery, liftgate truck is required

Three Oaks WWTP:

Min/max – one to four, 230/250 gal totes per delivery, liftgate truck is required

Gateway WWTP:

Min/max – four to eight, 55 gal drums per delivery, liftgate truck is required

**G. Successful Bidders**

The vendor supplying the flocculant must be capable of offering regular technical service to Lee County Utilities. A service engineer shall be available upon 24 hours notice for extending technical service, as requested.

The low quoter meeting specifications shall be required to participate in the following testing procedures, prior to the final award of this quote being made. The vendor shall conduct an extensive series of jar tests (with the Lead Operator observing) to determine the ability of the flocculant to properly coagulate and settle the suspended materials.



**Standard Insurance Requirements**

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$500,000 per occurrence  
\$1,000,000 general aggregate  
\$500,000 products and completed operations  
\$500,000 personal and advertising injury

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

\$500,000 combined single limit (CSL)  
\$300,000 bodily injury per person  
\$500,000 bodily injury per accident  
\$300,000 property damage per accident

- c. **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. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$100,000 per accident  
\$100,000 disease limit  
\$500,000 disease – policy limit

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



**LEE COUNTY**  
SOUTHWEST FLORIDA

**Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
  - a. **The certificate holder shall read as follows:**

**Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902**
  - b. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.***
  - c. 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).

**Special Requirements:**

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/02/2009

PRODUCER 18031 CERTIFICATE LIABILITY (SIMPLIFIED)  
 Insurance Brokers/Producers Inc.  
 P.O. Box 123456  
 Somewhere, FL 12345-6789 800-123-4567

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED  
 XYZ Company, Inc.  
 987 Main Street  
 Fort Largo, FL 31924

**Sample  
 (Standard)**

INSURER A: ABC Insurance Co.

INSURER B: QRS Insures of America

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	23XL5614-15	05/01/2009	05/01/2010	EACH OCCURRENCE	\$500,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$NA
						PERSONAL & ADV INJURY	\$500,000
						GENERAL AGGREGATE	\$1,000,000
						PRODUCTS - COMP/OP AGG	\$500,000
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	23XL5614-15	05/01/2009	05/01/2010	COMBINED SINGLE LIMIT (Ea accident)	\$500,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/>				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY:	EA ACC \$
						AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below  OTHER	WC12345-789	05/01/2009	05/01/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L EACH ACCIDENT	\$100,000
						E.L DISEASE - EA EMPLOYEE	\$100,000
						E.L DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

**Additional Insured(s): Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials.**

**CERTIFICATE HOLDER**

Lee County Board of County Commissioners  
 PO Box 398  
 Fort Myers, Florida 33902

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*John Smith*

**ATTACHMENT A**  
**LOCAL VENDOR PREFERENCE QUESTIONNAIRE**  
**(LEE COUNTY ORDINANCE NO. 08-26)**

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/COLLIER COUNTY (Only complete Part A if your principal place of business is located within the boundaries of Lee/Collier County)**

1. What is the physical location of your principal place of business that is located within the boundaries of Lee/Collier 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/COLLIER COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN LEE/COLLIER COUNTY (Please complete this section.)**

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

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

---

---

---

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

3. Describe the types, amount and location 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 three years?

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

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

---

---

---

---

---

---



**Lee County Ordinance No. 08-26**  
**Local Bidder's Preference**

**AFFIDAVIT**  
**PRINCIPAL PLACE OF BUSINESS**

**Principal place of business is located within the boundaries of Lee County.**

Company Name: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who has produced

(Print or Type Name) \_\_\_\_\_ as identification.  
(Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS

SOLICITATION NO.: **B-140052** PROJECT NAME: \_\_\_\_\_

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ who has produced \_\_\_\_\_ (Print or Type Name) \_\_\_\_\_ as identification. (Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

**IMPORTANT:** Please check off each of the following items as the necessary action is completed:

- \_\_\_\_\_ 1. The Solicitation has been signed and with corporate seal (if applicable).
- \_\_\_\_\_ 2. The Solicitation prices offered have been reviewed (if applicable).
- \_\_\_\_\_ 3. The price extensions and totals have been checked (if applicable).
- \_\_\_\_\_ 4. Substantial and final completion days inserted (if applicable).
- \_\_\_\_\_ 5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
- \_\_\_\_\_ 6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- \_\_\_\_\_ 7. All modifications have been acknowledged in the space provided.
- \_\_\_\_\_ 8. All addendums issued, if any, have been acknowledged in the space provided.
- \_\_\_\_\_ 9. Licenses (if applicable) have been inserted.
- \_\_\_\_\_ 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
- \_\_\_\_\_ 11. Contractor's Qualification Questionnaire and Lee County Contractor History (if applicable).
- \_\_\_\_\_ 12. DBE Participation form completed and/or signed or good faith documentation.
- \_\_\_\_\_ 13. Bid Bond and/or certified Check, (if required) have been submitted with the Solicitation in amounts indicated.
- \_\_\_\_\_ 14. Any Delivery information required is included.
- \_\_\_\_\_ 15. Affidavit Certification Immigration Signed and Notarized
- \_\_\_\_\_ 16. Local Bidder Preference Affidavit (if applicable)
- \_\_\_\_\_ 17. The mailing envelope has been addressed to:

Lee County Procurement Mgmt.  
1825 Hendry St 3<sup>rd</sup> Floor  
Ft. Myers, FL 33901

- \_\_\_\_\_ 18. The mailing envelope **MUST** be sealed and marked with:  
Solicitation Number  
Opening Date and/or Receiving Date
- \_\_\_\_\_ 19. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)

**\*\*This form is not required to be returned with your solicitation, but used as a tool when responding to the solicitation**