

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

**Blue Sheet No. 20020399**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve the award of **Formal Request for Quotation No.: Q-020272 Liquid Ferric Sulfate, Annual (Outright Purchase)** for the Lee County Utilities Division to the low quoter meeting specifications, Kemiron, Inc. for the purchase and delivery of liquid ferric sulfate at a unit price of \$180.00 per ton. Funding will come from the individual department or division's budget whom will be responsible for monitoring their individual expenditures.  
Term of this quotation shall be in effect for one (1) year, or until new quotes are taken and awarded. Also, request authority to renew this quote for three (3) additional one-year periods at the same terms and conditions if in the best interest of Lee County.

**WHY ACTION IS NECESSARY:**

The expenditures for this product necessitates the use of a formal written quotation as outlined within the Lee County Purchasing and Payment Procedures Manual, Section 9.

**WHAT ACTION ACCOMPLISHES:**

Establishes competitive prices for the purchase of liquid ferric sulfate to be utilized on an as needed, when needed basis for the Olga Plant facility within the Lee County Utilities Department.

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

*C10A*

**3. MEETING DATE:**

*05-07-2002*

**4. AGENDA:**

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

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

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

**6. REQUESTOR OF INFORMATION:**

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

BY: Rick Diaz, Director

*[Signature]*  
*4/15/02*

**7. BACKGROUND:**

On March 26, 2002, the Division of Purchasing received sealed quotations. On that date, three (3) responses were received. The quotations have been thoroughly reviewed and a recommendation is being made to award the quotation to the low quoter meeting specifications, Kemiron, Inc. for the purchase and delivery of liquid ferric sulfate at a unit price of \$180.00 per ton. Funding will come from the individual department or division's budget whom will be responsible for monitoring their individual expenditures.  
Term of this quotation shall be in effect for one (1) year, or until new quotes are taken and awarded. Also, request authority to renew this quote for three (3) additional one-year periods at the same terms and conditions if in the best interest of Lee County.  
Anticipated expenditures are estimated at \$144,000.00 annually.

**ATTACHMENTS:**

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

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services	G County Manager
<i>[Signature]</i>	<i>Janet Sheehan</i> <i>4/12/02</i>	<i>NA</i>		<i>[Signature]</i> <i>4/15/02</i>	<i>Apr 4/18</i> <i>OM 4/18/02</i> <i>Risk 4/18</i> <i>GC 4-15-02</i>	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

*REC'D BY CO. ATTY. 4/15/02*  
*CO. ATTY 4/15/02*  
*FORWARDED TO Budget 1:55 pm*

**RECEIVED BY COUNTY ADMIN.**  
*4/15 1:00 pm*  
**COUNTY ADMIN. FORWARDED TO:**  
*4/15/02*

FORMAL QUOTATION #Q-020272

OPENING DATE: 03/26/02

BUYER: CHERI ALEXANDER

<b>VENDORS</b>	EAGLEBROOK INC.	FINI ENT. INC. DBA FE3 INC.	KEMIRON INC.
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**COMMODITY CODE 19036**

1. LIQUID FERRIC SULFATE (per ton basis of dry ferric sulfate, 18% Fe+3 equivalent)

Specify Manufacturer:	EAGLEBROOK INC	\$253.94	FE THREE INC	\$300.00	KEMIRON, INC.	\$180.00
Submittals	YES		YES	YES	YES	YES
To be delivered within calendar days	2		1		2	
Local Vendor Preference	NO		NO		NO	
Modifications	YES		YES		NONE	
Quote signed	YES		YES		YES	

**NO BIDS**

POSTING TIME/DATE

FROM: / /

UNTIL: / /

BY:

# ATTACHMENT 2



PROJECT NO.: Q-020272

OPEN DATE: March 26, 2002

AND TIME: 2:30 P.M.

PRE-BID DATE: March 14, 2002

AND TIME: 10:00 a.m.

LOCATION: Purchasing, 3<sup>rd</sup> Floor

# REQUEST FOR QUOTATIONS

## TITLE:

LIQUID FERRIC SULFATE, ANNUAL  
(OUTRIGHT PURCHASE)

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

BUYER: CHERI ALEXANDER, C.P.M., CPPB  
PURCHASING AGENT  
PHONE NO.: (941) 689-7385

## GENERAL CONDITIONS

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

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (941) 689-7385.

### 1. SUBMISSION OF QUOTE:

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

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

2. **ACCEPTANCE**

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

3. **SUBSTITUTIONS**

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

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

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

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

5. **RECYCLED PRODUCTS**

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

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

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

7. **PRE-BID CONFERENCE**

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

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

8. **BIDDERS LIST MAINTENANCE**

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

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

9. **LEE COUNTY PAYMENT PROCEDURES**

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

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

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

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

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

10. **LEE COUNTY BID PROTEST PROCEDURE**

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

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

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

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

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

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

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

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

The Formal Written Protest shall contain the following:

- County bid/quote/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, 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 \$15,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

13. **MATERIAL SAFETY DATA SHEETS**

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

14. **MISCELLANEOUS**

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

15. **WAIVER OF CLAIMS**

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



16. **AUTHORITY TO PIGGYBACK**

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

17. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

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

c) **Disadvantaged Business Enterprises**

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

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

d) **Anti-Discrimination**

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

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

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

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

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

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

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

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

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

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

18. **AUDITABLE RECORDS**

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

19. **DRUG FREE WORKPLACE**

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

20. **REQUIRED SUBMITTALS**

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

21. **TERMINATION**

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

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

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

22. **CONFIDENTIALITY**

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

23. **ANTI-LOBBYING CLAUSE**

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

24. **INSURANCE (AS APPLICABLE)**

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

LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR  
LIQUID FERRIC SULFATE, ANNUAL  
(OUTRIGHT PURCHASE)

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: \_\_\_\_\_

Item No.	Lee County Commodity Code	Description	Cost/Price
1.	19036	LIQUID FERRIC SULFATE (per ton basis of dry ferric sulfate, 18% Fe+3 equivalent)	\$ /dry ton
		Specify Manufacturer: _____	

SUBMITTALS ARE REQUIRED, SEE PAGE 13

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

Is your firm interested in being considered for the Local Vendor Preference? Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

Are there any modifications to the quote or specifications: Yes \_\_\_\_\_ No \_\_\_\_\_

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

REVISED: 7/28/00

**LEE COUNTY, FLORIDA  
 DETAILED SPECIFICATIONS  
 FOR THE ANNUAL PURCHASE OF  
 LIQUID FERRIC SULFATE  
 (OUTRIGHT PURCHASE)**

**1. SCOPE**

1.1 The purpose of this quotation is to solicit prospective bidders to furnish and deliver Liquid Ferric Sulfate, which is approved for potable water treatment, and which: (1) is Listed/Certified under the National Sanitation Foundation NSF Standard 60;(2) meets all provisions of ANSI/AWWA STANDARD B406-98 or the latest revision; "Standard for Liquid Ferric Sulfate", including the latest revision; and (3) meets the requirements contained within these specifications.

**2. PRODUCT**

2.1 The Liquid Ferric Sulfate shall meet the physical and chemical properties listed below. The Liquid Ferric Sulfate shall be supplied as an aqueous solution containing not less than 12.5% ferric iron and contain not more than 0.1% ferrous iron, all soluble.

2.2 The Liquid Ferric Sulfate shall be manufactured from a source of virgin mined iron ore; i.e., magnetite, hematite, etc. and a "water white" grade of sulfuric acid. Ferric Sulfate produced from non-virgin ores will not be acceptable. The use of reclaimed materials to produce the Liquid Ferric Sulfate material is expressly prohibited under this specification.

2.3 The Liquid Ferric Sulfate shall be free from extraneous material and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps or other metering devices constructed of corrosion-resistant materials.

2.4 The Liquid Ferric Sulfate shall have the following chemical properties.

Ferrous iron:	0.1 % max.
Free Acid (as % H <sub>2</sub> SO <sub>4</sub> ):	0.25% max.
% Insoluble:	0.1% max.

2.5 The Liquid Ferric Sulfate shall not contain specific impurities in excess of the following limits (by weight).

Arsenic	1	mg/kg	Copper	5	mg/kg
Cadmium	0.5	mg/kg	Zinc	10	mg/kg
Chromium	5	mg/kg	Manganese	120	mg/kg
Lead	1.0	mg/kg	Barium	6	mg/kg
Mercury	0.2	mg/kg	Chloride	100	mg/kg
Selenium	3	mg/kg	Fluoride	60	mg/kg
Silver	5	mg/kg	Titanium	200	mg/kg
Nitrites(AS N)	75	mg/kg	Nitrates(AS N)	75	mg/kg
Total Organic Carbon: 20 mg/kg			Sodium 1000 mg/kg		
Nickel	40	mg/kg	Molybdenum	15	mg/kg
Beryllium	1.0	mg/kg	Antimony	1.0	mg/kg
Thallium	10.0	mg/kg	Cyanide	1.0	mg/kg
Total Nitrate an Nitrite (AS N)			150 mg/kg		

2.6 The Liquid Ferric Sulfate material, as supplied under this bid, shall not contain any impurities in sufficient quantities which causes or may cause a violation of any current, existing maximum contaminant level (MCL) or any newly regulated MCL which may be passed into law during the life of this contract. Should an MCL violation be determined to be directly attributable to the Liquid Ferric Sulfate material supplied for use by Lee County Utilities, the Contractor shall immediately take the necessary steps to remove or reduce the contaminant levels of its material to levels satisfactory to Lee County Utilities. Lee County Utilities reserves the right to add or delete specific impurity listings and maximum impurity levels to the existing listing, as is required to meet all USEPA SDWA and FDER water quality standards. The Contractor shall comply with any and all such changes required to its Liquid Ferric Sulfate material, by whatever process changes required, at no additional cost to Lee County Utilities.

### 3. QUALITY CONTROL AND TESTING

3.1 Sampling and testing shall be conducted in accordance with all AWWA, ANSI and ASTM specifications.

3.2 It shall be the Contractor's responsibility to provide a Material Compliance Certificate of Analysis for each lot shipped to Lee County Utilities. A Corporate Officer shall sign the Certified Analysis and specify: % total iron, % ferric iron, % ferrous iron, % free sulfuric acid, and liquid specific gravity. The Certificate of Compliance shall be in the possession of the Lee County Utilities at the time of delivery.

Each quarter of the contract period, the Contractor shall supply to Lee County Utilities a certified analysis from an independent State of Florida certified laboratory, of all the contaminants listed in Section 2, Subsections 2.3 and 2.4.

3.3 It shall be the responsibility of the material transporter to provide a proper sample of the Liquid Ferric Sulfate being delivered for analysis. The Liquid Ferric Sulfate sample shall be prepared in accordance with AWWA B406-87 or the latest revision. Each sample shall be labeled to identify its content, and the label shall be signed by the person actually collecting the sample.

### 4. BID SUBMITTAL AND EVALUATION

4.1 The Bidder shall state, in his proposal, the name of the manufacturer of the Liquid Ferric Sulfate, the bidder intends to supply.

4.2 The Bidder shall provide proof that the Liquid Ferric Sulfate to be provided is approved for potable water treatment, and meets the National Sanitation Foundation Standard 60 at a maximum usage level of 500 mg/l or greater.

4.3 The Bidder shall supply a listing of current customers, using the product bid, in the potable water treatment industry, with the bid submittal. All Florida utilities treating surface water with the product bid must be included.

4.4 The bidder shall supply a certified analysis of the product bid, from an independent, State of Florida certified water laboratory, for the analyses listed in Section 2 (Subsections 2.1, 2.3, 2.4), with the bid submittal. Included with the sample analysis shall be the date collected of the sample, the manufacturing plant name and location, the batch or product lot number, the raw materials or feedstock used in the production of the Liquid Ferric Sulfate batch, and a signature and name of the corporate officer certifying the authenticity of the sample.

4.5 The bidder shall also 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.

4.6 Additionally, each bidder shall provide the names of any customers where its contract was terminated early (e.g., debarred) for either safety, quality or service issues for any product it supplies over the past five (5) years.

4.7 Failure to disclose references, terminations, or safety incidents will result in rejection of bid.

**5. PURCHASE AND DELIVERY**

5.1 Lee County Utilities is currently seeking approval for usage of Ferric Sulfate in its treatment process. Anticipated approval is March 2002. Usage of this product is contingent upon Lee County Utilities, State and Local approvals.

5.2 Quotes are to be based on firm prices delivered F.O.B., as directed to Lee County Utility’s Treatment Facilities. **In addition, note the required minimum and maximum delivery requirements.**

Located at:	Greenmeadows Water Plant 13001 Alico Rd. Ft. Myers Fl. 33913	5,000 gallons tank (2) 5,000 min & max delivery 690 dry ton per year usage
	Waterway Water Plant 4271 St. Clair Ave North Fort Myers Fl. 33903	4,000 gallon tank 3,000 min & max delivery 31 dry ton per year usage
	Olga Water Plant 1450 Werner Dr. Alva Fl. 33920	7,000 gallon tank 5,000 min & max delivery 700 dry ton per year usage

5.2.1. It is the intent of Lee County to purchase water and wastewater treatment chemicals on an as required basis. Any water or wastewater system that Lee County Utilities acquires through contract operations or direct purchase shall receive the same price structure.

5.3 Deliveries shall be made between 8:00 a.m. and 4:00 p.m. on normal working days (Monday through Friday) or as otherwise approved by the Plant Supervisor. Liquid Ferric Sulfate shall be delivered as specified and within five days after receipt of order.

Lee County Utilities shall have sole discretion as to when deliveries are to be received. The contractor shall supply all necessary connectors and hoses required to off load the Liquid Ferric Sulfate shipment into Lee County Utility’s storage tanks.

If any product is spilled during the offloading process it will be the truck driver’s responsibility to clean it up. If the driver does not clean up a spill, the vendor shall reimburse Lee County for all costs incurred for the clean up. Each shipment shall carry a bill of lading identifying the weight of the contents, manufacturer’s name, brand name-if any, and list the percentage of content in the material. In addition, an analysis of material shall accompany the shipment guaranteeing the percentage is accurate, as applicable.

Should the Contractor deliver Liquid Ferric Sulfate that is subsequently determined to be out of compliance with this specification, the Contractor shall immediately remove the rejected materials and provide Liquid Ferric Sulfate, which meets the requirements of this specification at no additional cost to Lee County Utilities.

5.4 Shipping of Liquid Ferric Sulfate shall be by tank truck.

**6. BID PRICES**

6.1 Quotes are to be based on firm prices delivered F.O.B. as directed, on a per ton basis of dry ferric sulfate, 18% Fe+3 equivalent.

**7. QUANTITIES**

7.1 Approximately 1400 dry tons (more or less) of Liquid Ferric Sulfate shall be provided under this Bid. The quantity specified is to be used for cost estimating purposes only and Lee County Utilities reserves the right to increase or decrease quantities shown without penalty.



## 8. QUALIFICATION OF BIDDERS

**8.1** Bids will only be considered from manufacturers or manufacturers authorized distributors of Liquid Ferric Sulfate. The authorized distributors must regularly maintain a substantial stock of Liquid Ferric Sulfate on inventory (equal to nine (9) 25 ton truck deliveries), deliverable within twenty-four (24) hours of the placement of an order, and must be actively engaged in the sale of Liquid Ferric Sulfate. Bidders must supply the address location of the ferric sulfate storage terminal to be used for this supply and the volume of liquid sulfate stored at this location.

**8.2 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.

## 9. EMERGENCY PLAN OF ACTION AND SAFETY TRAINING

**9.1**The Contractor shall provide, in writing, an emergency contingency plan, with appropriate telephone contacts, for Lee County Utilities to follow in case an emergency supply of Liquid Ferric Sulfate is needed.

**9.2**The Contractor shall supply, in writing, an emergency spill response plan with the appropriate emergency response personnel names and telephone contact numbers (24 hour contact numbers). In addition, the Contractor shall supply the proper spill response notification procedure, along with any forms required by all local, state or federal regulatory agencies. This section in no way relieves the Contractor of his responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the Contractor shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Event" cleanup efforts. Should a spill or leak occur, caused by Contractor personnel, equipment or method of delivery, Contractor shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act of 1988, Ch 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State Rules and Regulations regarding vendor caused spills or releases shall be the sole responsibility of the Contractor. The Contractor shall hold Lee County Utilities harmless for any failure to properly report and/or comply with this provision.

**9.3**The Contractor shall provide an appropriate safe handling training course, before the first delivery of the product, to all current Utilities operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period.

## 10. DELIVERY SUBMITTAL

**10.1** Material Safety Data Sheets shall be supplied in compliance with Chapter 442, Florida Statutes. The MSDS must accompany the first shipment and annually thereafter.

**11. TECHNICAL ASSISTANCE**

11.1 The Contractor shall provide technical assistance, as needed, regarding the application of its product, and disposal and handling of the residues and sludge produced by the application of ferric sulfate in the water treatment process. The Contractor shall provide this assistance at no charge to the County.

**12. TERM OF QUOTE**

12.1 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 three additional one-year periods, upon mutual agreement of both parties, under the same terms and conditions.

**13. BASIS OF AWARD**

13.1 The basis of award for this quote will be low quoter meeting specifications.

13.2 Lee County reserves the right , at the Purchasing Director’s discretion, not to award certain items on the Proposal Quote Form.

13.3 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).

**14. PRICE ESCALATION/DE-ESCALATION**

14.1 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 each 30-day period thereafter and only where verified to the satisfaction of the Division of Purchasing Services 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 Purchasing Services. 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 Purchasing Services may make such verification as deemed adequate. However, an increase, which the Division of Purchasing Services determines is excessive, regardless of any documentation supplied by the vendor, may be cause for cancellation of the contract by the Division of Purchasing Services. The Division of Purchasing Services 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 which 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.

**15. CONTRACT**

15.1 A purchase order will serve as the contract.

**16. FUEL PRICE ADJUSTMENT**

16.1 There will be no fuel price adjustments or surcharges for this contract.

**17. ADDITIONAL REQUIREMENTS**

17.1 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.).

**18. SUMMARY REPORTS**

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

- 1) Total dollars expended per item,
- 2) Total quantity of each item purchased.

**19. MAJOR BREAKDOWNS/NATURAL DISASTERS**

**19.1** 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.

**GUIDE "B"  
INSURANCE REQUIREMENTS FOR PRODUCTS**

<b>Your certificate of insurance must meet the following requirements</b>	
<b>Requirement #1:</b>	<b>The Lee County Board of County Commissioners shall be added as an additional insured on the comprehensive general liability policy.</b>
<b>Requirement #2:</b>	<b>Certificate holder shall be listed as follows:</b>
	<b>Lee County Board of County Commissioners  C/O Lee County Purchasing  P.O. Box 398  Fort Myers, FL 33902</b>
<b>Requirement #3:</b>	<b>Each policy shall provide a 30 day notification clause in the event of cancellation, non-renewal or adverse change.</b>

This Standard Insurance Language is to be utilized for Contracts, or Agreements meeting these circumstances. Certain conditions and/or exposures may not relieve or limit the liability of the vendor. These requirements may not be sufficient or adequate to protect the vendor's interests or liabilities, but are merely minimums.

Circumstances

Project is for vendors providing a tangible product, and not labor, such as, but not limited to , hardware, supplies, and other merchandise.

Worker's Compensation

Does not apply.

Commercial General Liability

Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:

\$100,000 bodily injury per person (BI)  
\$300,000 bodily injury per occurrence (BI)  
\$100,000 property damage (PD) or  
\$300,000 combined single limit (CSL) of BI and PD

Business Automobile Liability

If the vendor indicates on the price page that vehicles other than their own (common carrier) will be used for delivery, then the following Automobile Liability will not be required.

Coverage shall apply to owned vehicles and/or hired and non-owned vehicles and employee non-ownership use with minimum limits of:

\$100,000 bodily injury per person (BI)  
\$300,000 bodily injury per occurrence (BI)  
\$100,000 property damage (PD) or  
\$300,000 combined single limit (CSL) of BI and PD

Certificate of Insurance

An original hand signed certificate shall be on file with and approved by the Lee County Risk Management Office prior to the commencement of any work activities.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be on file with Risk Management at least 15 days prior to the expiration date.

Revised 10/18/00

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

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

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

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

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

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

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

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

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

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

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

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

LEE COUNTY PURCHASING SERVICES - BIDDERS CHECK LIST

**IMPORTANT:** Please read carefully and return with your bid proposal.  
Please check off each of the following items as the necessary action is completed:

- 1. The Quote has been signed.
- 2. The Quote prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. The original (must be manually signed) and 2 copies of the quote have been submitted.
- 5. Three (3) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- 6. All modifications have been acknowledged in the space provided.
- 7. All addendums issued, if any, have been acknowledged in the space provided.
- 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- 10. Any Delivery information required is included.

11. The mailing envelope has been addressed to:

Lee County Purchasing Services	Lee County Purchasing
P.O. Box 398	3434 Hancock Bridge Pkwy 3 <sup>rd</sup> FL
Ft. Myers, FL 33902-0398	N. Ft. Myers, FL 33903

12. The mailing envelope **MUST** be sealed and marked with:  
 Quote Number  
 Opening Date and/or Receiving Date

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

14. If submitting a "NO BID" please write quote number here \_\_\_\_\_  
 and check one of the following:  
 Do not offer this product     Insufficient time to respond.  
 Unable to meet specifications (why)  
 Unable to meet bond or insurance requirement.  
 Other: \_\_\_\_\_

Company Name and Address:  
 \_\_\_\_\_  
 \_\_\_\_\_

# ATTACHMENT 3

LEE COUNTY, FLORIDA  
 PROPOSAL QUOTE FORM  
 FOR  
 LIQUID FERRIC SULFATE, ANNUAL  
 (OUTRIGHT PURCHASE)

DATE SUBMITTED: March 22, 2002

VENDOR NAME: Kemiron, Inc.

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

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

The undersigned acknowledges receipt of Addenda numbers: N/A

Item No.	Lee County Commodity Code	Description	Cost/Price
1.	19036	LIQUID FERRIC SULFATE (per ton basis of dry ferric sulfate, 18% Fe+3 equivalent)	\$ 180. <sup>00</sup> /dry ton
		Specify Manufacturer: <u>Kemiron, Inc.</u>	

SUBMITTALS ARE REQUIRED, SEE PAGE 13

TO BE DELIVERED WITHIN 2 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Is your firm interested in being considered for the Local Vendor Preference? Yes \_\_\_\_\_ No Y

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:

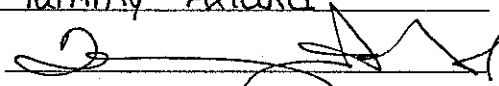
Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote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

BY (Printed): Tammy Axlund

BY (Signature): 

TITLE: Inside Sales Mgr / Adm. Mgr.

FEDERAL ID # OR S.S.# 59-3657872

ADDRESS: 316 Bartow Municipal Airport  
Bartow, FL 33830

PHONE NO.: (800) 342-8755

FAX NO.: (785) 842-3150

CELLULAR PHONE/PAGER NO.: (785) 550-7767

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 022594

E-MAIL ADDRESS: taxlund@kemiron.com

REVISED: 7/28/00

Sales office:  
3211 Clinton Pkwy Ct., Ste. 1  
Lawrence, KS 66047



**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS  
FOR THE ANNUAL PURCHASE OF  
LIQUID FERRIC SULFATE  
(OUTRIGHT PURCHASE)**

**1. SCOPE**

1.1 The purpose of this quotation is to solicit prospective bidders to furnish and deliver Liquid Ferric Sulfate, which is approved for potable water treatment, and which: (1) is Listed/Certified under the National Sanitation Foundation NSF Standard 60; (2) meets all provisions of ANSI/AWWA STANDARD B406-98 or the latest revision; "Standard for Liquid Ferric Sulfate", including the latest revision; and (3) meets the requirements contained within these specifications.

**2. PRODUCT**

2.1 The Liquid Ferric Sulfate shall meet the physical and chemical properties listed below. The Liquid Ferric Sulfate shall be supplied as an aqueous solution containing not less than 12.5% ferric iron and contain not more than 0.1% ferrous iron, all soluble.

2.2 The Liquid Ferric Sulfate shall be manufactured from a source of virgin mined iron ore; i.e., magnetite, hematite, etc. and a "water white" grade of sulfuric acid. Ferric Sulfate produced from non-virgin ores will not be acceptable. The use of reclaimed materials to produce the Liquid Ferric Sulfate material is expressly prohibited under this specification.

2.3 The Liquid Ferric Sulfate shall be free from extraneous material and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps or other metering devices constructed of corrosion-resistant materials.

2.4 The Liquid Ferric Sulfate shall have the following chemical properties.

Ferrous iron:	0.1 % max.
Free Acid (as % H <sub>2</sub> SO <sub>4</sub> ):	0.25% max.
% Insoluble:	0.1% max.

2.5 The Liquid Ferric Sulfate shall not contain specific impurities in excess of the following limits (by weight).

Arsenic	1	mg/kg	Copper	5	mg/kg
Cadmium	0.5	mg/kg	Zinc	10	mg/kg
Chromium	5	mg/kg	Manganese	120	mg/kg
Lead	1.0	mg/kg	Barium	6	mg/kg
Mercury	0.2	mg/kg	Chloride	100	mg/kg
Selenium	3	mg/kg	Fluoride	60	mg/kg
Silver	5	mg/kg	Titanium	200	mg/kg
Nitrites(AS N)	75	mg/kg	Nitrates(AS N)	75	mg/kg
Total Organic Carbon: 20 mg/kg			Sodium 1000 mg/kg		
Nickel	40	mg/kg	Molybdenum	15	mg/kg
Beryllium	1.0	mg/kg	Antimony	1.0	mg/kg
Thallium	10.0	mg/kg	Cyanide	1.0	mg/kg
Total Nitrate an Nitrite (AS N)			150 mg/kg		

2.6 The Liquid Ferric Sulfate material, as supplied under this bid, shall not contain any impurities in sufficient quantities which causes or may cause a violation of any current, existing maximum contaminant level (MCL) or any newly regulated MCL which may be passed into law during the life of this contract. Should an MCL violation be determined to be directly attributable to the Liquid Ferric Sulfate material supplied for use by Lee County Utilities, the Contractor shall immediately take the necessary steps to remove or reduce the contaminant levels of its material to levels satisfactory to Lee County Utilities. Lee County Utilities reserves the right to add or delete specific impurity listings and maximum impurity levels to the existing listing, as is required to meet all USEPA SDWA and FDER water quality standards. The Contractor shall comply with any and all such changes required to its Liquid Ferric Sulfate material, by whatever process changes required, at no additional cost to Lee County Utilities.

### 3. QUALITY CONTROL AND TESTING

3.1 Sampling and testing shall be conducted in accordance with all AWWA, ANSI and ASTM specifications.

3.2 It shall be the Contractor's responsibility to provide a Material Compliance Certificate of Analysis for each lot shipped to Lee County Utilities. A Corporate Officer shall sign the Certified Analysis and specify: % total iron, % ferric iron, % ferrous iron, % free sulfuric acid, and liquid specific gravity. The Certificate of Compliance shall be in the possession of the Lee County Utilities at the time of delivery.

Each quarter of the contract period, the Contractor shall supply to Lee County Utilities a certified analysis from an independent State of Florida certified laboratory, of all the contaminants listed in Section 2, Subsections 2.3 and 2.4.

3.3 It shall be the responsibility of the material transporter to provide a proper sample of the Liquid Ferric Sulfate being delivered for analysis. The Liquid Ferric Sulfate sample shall be prepared in accordance with AWWA B406-87 or the latest revision. Each sample shall be labeled to identify its content, and the label shall be signed by the person actually collecting the sample.

### 4. BID SUBMITTAL AND EVALUATION

4.1 The Bidder shall state, in his proposal, the name of the manufacturer of the Liquid Ferric Sulfate, the bidder intends to supply.

4.2 The Bidder shall provide proof that the Liquid Ferric Sulfate to be provided is approved for potable water treatment, and meets the National Sanitation Foundation Standard 60 at a maximum usage level of 500 mg/l or greater.

4.3 The Bidder shall supply a listing of current customers, using the product bid, in the potable water treatment industry, with the bid submittal. All Florida utilities treating surface water with the product bid must be included.

4.4 The bidder shall supply a certified analysis of the product bid, from an independent, State of Florida certified water laboratory, for the analyses listed in Section 2 (Subsections 2.1, 2.3, 2.4), with the bid submittal. Included with the sample analysis shall be the date collected of the sample, the manufacturing plant name and location, the batch or product lot number, the raw materials or feedstock used in the production of the Liquid Ferric Sulfate batch, and a signature and name of the corporate officer certifying the authenticity of the sample.

4.5 The bidder shall also 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.

4.6 Additionally, each bidder shall provide the names of any customers where its contract was terminated early (e.g., debarred) for either safety, quality or service issues for any product it supplies over the past five (5) years.

4.7 Failure to disclose references, terminations, or safety incidents will result in rejection of bid.

## 5. PURCHASE AND DELIVERY

5.1 Lee County Utilities is currently seeking approval for usage of Ferric Sulfate in its treatment process. Anticipated approval is March 2002. Usage of this product is contingent upon Lee County Utilities, State and Local approvals.

5.2 Quotes are to be based on firm prices delivered F.O.B., as directed to Lee County Utility's Treatment Facilities. **In addition, note the required minimum and maximum delivery requirements.**

Located at:	Greenmeadows Water Plant 13001 Alico Rd. Ft. Myers Fl. 33913	5,000 gallons tank (2) 5,000 min & max delivery 690 dry ton per year usage
	Waterway Water Plant 4271 St. Clair Ave North Fort Myers Fl. 33903	4,000 gallon tank 3,000 min & max delivery 31 dry ton per year usage
	Olga Water Plant 1450 Werner Dr. Alva Fl. 33920	7,000 gallon tank 5,000 min & max delivery 700 dry ton per year usage

5.2.1. It is the intent of Lee County to purchase water and wastewater treatment chemicals on an as required basis. Any water or wastewater system that Lee County Utilities acquires through contract operations or direct purchase shall receive the same price structure.

5.3 Deliveries shall be made between 8:00 a.m. and 4:00 p.m. on normal working days (Monday through Friday) or as otherwise approved by the Plant Supervisor. Liquid Ferric Sulfate shall be delivered as specified and within five days after receipt of order.

Lee County Utilities shall have sole discretion as to when deliveries are to be received. The contractor shall supply all necessary connectors and hoses required to off load the Liquid Ferric Sulfate shipment into Lee County Utility's storage tanks.

If any product is spilled during the offloading process it will be the truck driver's responsibility to clean it up. If the driver does not clean up a spill, the vendor shall reimburse Lee County for all costs incurred for the clean up. Each shipment shall carry a bill of lading identifying the weight of the contents, manufacturer's name, brand name-if any, and list the percentage of content in the material. In addition, an analysis of material shall accompany the shipment guaranteeing the percentage is accurate, as applicable.

Should the Contractor deliver Liquid Ferric Sulfate that is subsequently determined to be out of compliance with this specification, the Contractor shall immediately remove the rejected materials and provide Liquid Ferric Sulfate, which meets the requirements of this specification at no additional cost to Lee County Utilities.

5.4 Shipping of Liquid Ferric Sulfate shall be by tank truck.

## 6. BID PRICES

6.1 Quotes are to be based on firm prices delivered F.O.B. as directed, on a per ton basis of dry ferric sulfate, 18% Fe+3 equivalent.

## 7. QUANTITIES

7.1 Approximately 1400 dry tons (more or less) of Liquid Ferric Sulfate shall be provided under this Bid. The quantity specified is to be used for cost estimating purposes only and Lee County Utilities reserves the right to increase or decrease quantities shown without penalty.

## 8. QUALIFICATION OF BIDDERS

8.1 Bids will only be considered from manufacturers or manufacturers authorized distributors of Liquid Ferric Sulfate. The authorized distributors must regularly maintain a substantial stock of Liquid Ferric Sulfate on inventory (equal to nine (9) 25 ton truck deliveries), deliverable within twenty-four (24) hours of the placement of an order, and must be actively engaged in the sale of Liquid Ferric Sulfate. Bidders must supply the address location of the ferric sulfate storage terminal to be used for this supply and the volume of liquid sulfate stored at this location.

8.2 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.

## 9. EMERGENCY PLAN OF ACTION AND SAFETY TRAINING

9.1 The Contractor shall provide, in writing, an emergency contingency plan, with appropriate telephone contacts, for Lee County Utilities to follow in case an emergency supply of Liquid Ferric Sulfate is needed.

9.2 The Contractor shall supply, in writing, an emergency spill response plan with the appropriate emergency response personnel names and telephone contact numbers (24 hour contact numbers). In addition, the Contractor shall supply the proper spill response notification procedure, along with any forms required by all local, state or federal regulatory agencies. This section in no way relieves the Contractor of his responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the Contractor shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Event" cleanup efforts. Should a spill or leak occur, caused by Contractor personnel, equipment or method of delivery, Contractor shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act of 1988, Ch 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State Rules and Regulations regarding vendor caused spills or releases shall be the sole responsibility of the Contractor. The Contractor shall hold Lee County Utilities harmless for any failure to properly report and/or comply with this provision.

9.3 The Contractor shall provide an appropriate safe handling training course, before the first delivery of the product, to all current Utilities operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period.

## 10. DELIVERY SUBMITTAL

10.1 Material Safety Data Sheets shall be supplied in compliance with Chapter 442, Florida Statutes. The MSDS must accompany the first shipment and annually thereafter.

**11. TECHNICAL ASSISTANCE**

11.1 The Contractor shall provide technical assistance, as needed, regarding the application of its product, and disposal and handling of the residues and sludge produced by the application of ferric sulfate in the water treatment process. The Contractor shall provide this assistance at no charge to the County.

**12. TERM OF QUOTE**

12.1 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 three additional one-year periods, upon mutual agreement of both parties, under the same terms and conditions.

**13. BASIS OF AWARD**

13.1 The basis of award for this quote will be low quoter meeting specifications.

13.2 Lee County reserves the right, at the Purchasing Director's discretion, not to award certain items on the Proposal Quote Form.

13.3 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).

**14. PRICE ESCALATION/DE-ESCALATION**

14.1 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 each 30-day period thereafter and only where verified to the satisfaction of the Division of Purchasing Services 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 Purchasing Services. 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 Purchasing Services may make such verification as deemed adequate. However, an increase, which the Division of Purchasing Services determines is excessive, regardless of any documentation supplied by the vendor, may be cause for cancellation of the contract by the Division of Purchasing Services. The Division of Purchasing Services 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 which 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.

**15. CONTRACT**

15.1 A purchase order will serve as the contract.

**16. FUEL PRICE ADJUSTMENT**

16.1 There will be no fuel price adjustments or surcharges for this contract.

**17. ADDITIONAL REQUIREMENTS**

17.1 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.).

**18. SUMMARY REPORTS**

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

- 1) Total dollars expended per item,
- 2) Total quantity of each item purchased.

**19. MAJOR BREAKDOWNS/NATURAL DISASTERS**

19.1 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.

**GUIDE "B"  
INSURANCE REQUIREMENTS FOR PRODUCTS**

**Your certificate of insurance must meet the following requirements**

**Requirement #1:** The Lee County Board of County Commissioners shall be added as an additional insured on the comprehensive general liability policy.

**Requirement #2:** Certificate holder shall be listed as follows:

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

**Requirement #3:** Each policy shall provide a 30 day notification clause in the event of cancellation, non-renewal or adverse change.

This Standard Insurance Language is to be utilized for Contracts, or Agreements meeting these circumstances. Certain conditions and/or exposures may not relieve or limit the liability of the vendor. These requirements may not be sufficient or adequate to protect the vendor's interests or liabilities, but are merely minimums.

Circumstances

Project is for vendors providing a tangible product, and not labor, such as, but not limited to , hardware, supplies, and other merchandise.

Worker's Compensation

Does not apply.

Commercial General Liability

Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:

- \$100,000 bodily injury per person (BI)
- \$300,000 bodily injury per occurrence (BI)
- \$100,000 property damage (PD) or
- \$300,000 combined single limit (CSL) of BI and PD

Business Automobile Liability

If the vendor indicates on the price page that vehicles other than their own (common carrier) will be used for delivery, then the following Automobile Liability will not be required.

Coverage shall apply to owned vehicles and/or hired and non-owned vehicles and employee non-ownership use with minimum limits of:

- \$100,000 bodily injury per person (BI)
- \$300,000 bodily injury per occurrence (BI)
- \$100,000 property damage (PD) or
- \$300,000 combined single limit (CSL) of BI and PD

Certificate of Insurance

An original hand signed certificate shall be on file with and approved by the Lee County Risk Management Office prior to the commencement of any work activities.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be on file with Risk Management at least 15 days prior to the expiration date.

Revised 10/18/00

Kemiron, Inc is in Pdk County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



COPY



**NSF International**

Ann Arbor, MI • Sacramento, CA • Washington, D.C. • Brussels, Belgium

August 12, 1999

Mr. Fred Sims  
Kemiron, Inc.  
316 Bartow Municipal Airport  
Bartow, FL 33830

Dear Mr. Sims:

This letter acknowledges that NSF International has Certified Kemiron, Inc. for the products listed below:

Plant Location:	Bartow, FL
Chemical Name:	Ferric Sulfate
Product Names:	Ferric Sulfate Solution Phos-Free Kem-Clean Polyferric Sulfate Solution, 13% Fe Beta-floc
Use Category:	Coagulation & Flocculation
Maximum use:	600 mg/L
Restrictions:	None

At this time, these products are Certified against ANSI/NSF Standard 60: Drinking Water Treatment Chemicals – Health Effects, and are authorized to bear the NSF International Certification Mark at the above mentioned plant location.

Kemiron Inc.'s entire NSF Listing appears in NSF's on-line Internet Listing service ([www.nsf.org](http://www.nsf.org)) and in the NSF Drinking Water Additives Listing Book. For information on electronic Listings, please contact the NSF Electronic Access Coordinator at (800) NSF-MARK.

The Certification of these products does not constitute an endorsement, nor does it relate to the product effectiveness for the intended use. This letter is accurate as of this date and may be copied and distributed only in its entirety. For confirmation of current Listing status contact me directly at (734) 769-5525.

Sincerely,

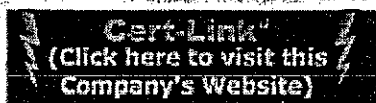
Mary K. Bright  
Assistant Manager  
Drinking Water Additives  
[bright@nsf.org](mailto:bright@nsf.org)

## NSF Certified Product Listings

These Listings were Last Updated on Sunday, March 17, 2002 at 8:00 PM Eastern Standard Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

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

#### KEMIRON, INC.



316 BARTOW MUNICIPAL AIRPORT  
BARTOW, FL 33830  
888-KEMIRON  
863-533-5990

Plant at: FONTANA, CA

#### Ferric Chloride

Trade Designation  
Ferric Chloride

#### Product Function

Coagulation & Flocculation

#### Max Use

184 mg/L

#### Ferrous Chloride

Trade Designation  
Ferrous Chloride

#### Product Function

Coagulation & Flocculation

#### Max Use

176 mg/L

Plant at: MOJAVE, CA

#### Ferric Chloride

Trade Designation  
Ferric Chloride

#### Product Function

Coagulation & Flocculation

#### Max Use

184mg/L

#### Miscellaneous Chemical Products[ZN]

Trade Designation  
Kemzinc

#### Product Function

Corrosion & Scale Control

#### Max Use

8mg/L

[ZN] Based on an evaluation of health effects data, the level of zinc in the finished drinking water should not exceed 2.0 mg/L.

#### Miscellaneous Corrosion Chemicals[ZN]

Trade Designation

#### Product Function

#### Max Use

**Zinc Phosphate****Corrosion & Scale Control****8mg/L**

[ZN] Based on an evaluation of health effects data, the level of zinc in the finished drinking water should not exceed 2.0 mg/L.

**Polyaluminum Chloride[AL]***Trade Designation**Product Function**Max Use*

PAX-18

Coagulation &amp; Flocculation

200mg/L

PAX-28

Coagulation &amp; Flocculation

200mg/L

PAX-29

Coagulation &amp; Flocculation

200mg/L

PAX-XL 19

Coagulation &amp; Flocculation

250mg/L

PAX-XL9

Coagulation &amp; Flocculation

266mg/L

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

**Polymer Blends [AL]***Trade Designation**Product Function**Max Use*

PAX XL-31A[1]

Coagulation &amp; Flocculation

100mg/L

PAX XL-31B[1]

Coagulation &amp; Flocculation

200mg/L

PAX XL-31C[1]

Coagulation &amp; Flocculation

125mg/L

PAX-XL 39A[1]

Coagulation &amp; Flocculation

100mg/L

PAX-XL 39C[2]

Coagulation &amp; Flocculation

125mg/L

PAX-XL37[1]

Coagulation &amp; Flocculation

100mg/L

[1] Polyamines certified by NSF International comply with 40 CFR 141.111 requirements for maximum residual disinfectant level, percent monomer and dose.

[2] Certification is based on a maximum carry over of 50 mg/L DADMAC polymer.

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

**Plant at: BARTOW, FL****Ferric Sulfate***Trade Designation**Product Function**Max Use*

Ferric Sulfate Solution

Coagulation &amp; Flocculation

600 mg/L

Phos-Free

Coagulation &amp; Flocculation

600 mg/L

Kem-Clean

Coagulation &amp; Flocculation

600 mg/L

Polyferric Sulfate Solution 13% Fe

Coagulation &amp; Flocculation

600 mg/L

Beta-Floc

Coagulation &amp; Flocculation

600 mg/L

**Blended Coagulation Chemicals[PD]***Trade Designation**Product Function**Max Use*

FerriPlus

Coagulation &amp; Flocculation

66 mg/L

[PD] Certification is based on a maximum carryover of 50 ug/L DADMAC polymer.

**Ferrous Sulfate***Trade Designation**Product Function**Max Use*

Ferrous Sulfate

Dechlorination

400 mg/L

**Plant at: DISTRIBUTION CENTERS****Ferrous Chloride***Trade Designation*

Ferrous Chloride[1]

*Product Function*

Coagulation &amp; Flocculation

*Max Use*

176 mg/L

*[1] Distribution At:*

Phoenix, AZ

Warm Springs, CA

**Ferric Chloride***Trade Designation*

Ferric Chloride[1]

*Product Function*

Coagulation &amp; Flocculation

*Max Use*

184 mg/L

*[1] Distribution At:*

Phoenix, AZ

Warm Springs, CA

**Aluminum Sulfate [AL]***Trade Designation*

Aluminum Sulfate[2]

*Product Function*

Coagulation &amp; Flocculation

*Max Use*

150mg/L

*[2] Distribution At:*

Plant #1 USA

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

**Plant at: CANTON, GA****Ferrous Sulfate***Trade Designation*

Ferrous Sulfate

*Product Function*

Dechlorination

*Max Use*

200 mg/L

**Plant at: SAVANNAH, GA****Aluminum Sulfate[AL]***Trade Designation*

Aluminum Sulfate Solution

*Product Function*

Coagulation &amp; Flocculation

*Max Use*

150 mg/L

Aluminum Sulfate, Iron Free

Coagulation &amp; Flocculation

150 mg/L

Aluminum Sulfate, Low Iron

Coagulation &amp; Flocculation

150 mg/L

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

**Ferric Sulfate**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferric Sulfate Solution	Coagulation & Flocculation	500 mg/L
PIX 115	Coagulation & Flocculation	500 mg/L
PIX 125	Coagulation & Flocculation	500 mg/L

**Polyaluminum Chloride[AL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
PAX-10	Coagulation & Flocculation	454 mg/L
PAX-14	Coagulation & Flocculation	210 mg/L
PAX-18	Coagulation & Flocculation	200 mg/L
PAX-28	Coagulation & Flocculation	200 mg/L
PAX-XLI	Coagulation & Flocculation	313 mg/L
PAX-XL19	Coagulation & Flocculation	250 mg/L
PAX-XL9	Coagulation & Flocculation	266 mg/L
Polyaluminum Chloride	Coagulation & Flocculation	200 mg/L
Polyaluminum Chloride Solution	Coagulation & Flocculation	454 mg/L

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

**Polyaluminum Chlorosulfate[AL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
PAX-11	Coagulation & Flocculation	333 mg/L
Polyaluminum Chlorosulfate Solution	Coagulation & Flocculation	333 mg/L

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

**Polymer Blends[PD] [PY]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferric Sulfate Polymer Blends	Coagulation & Flocculation	100 mg/L
PAX-XL30	Coagulation & Flocculation	200 mg/L
PAX-XL30C	Coagulation & Flocculation	200 mg/L
PAX-XL31	Coagulation & Flocculation	200 mg/L
PAX-XL31A	Coagulation & Flocculation	200 mg/L
PAX-XL31B	Coagulation & Flocculation	200 mg/L
PAX-XL32	Coagulation & Flocculation	200 mg/L
PAX-XL37	Coagulation & Flocculation	100 mg/L
PAX-XL37A	Coagulation & Flocculation	100 mg/L
PAX-XL39A	Coagulation & Flocculation	100 mg/L
PAX-XL39C	Coagulation & Flocculation	125 mg/L
PIX-132A	Coagulation & Flocculation	100 mg/L
PIX-132B	Coagulation & Flocculation	100 mg/L
POOL PAX	Coagulation & Flocculation	200 mg/L

[PD] Certification is based on a maximum carryover of 50 ug/L DADMAC polymer.

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requiren percent monomer and dose.

**Sodium Aluminate[AL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
--------------------------	-------------------------	----------------

SAX 19	Coagulation & Flocculation	173 mg/L
SAX 23	Coagulation & Flocculation	173 mg/L
Sodium Aluminate	Coagulation & Flocculation	173 mg/L

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

### Plant at: SCOTT CITY, MO

<b>Ferric Sulfate</b>	<i>Product Function</i>	<i>Max Use</i>
<i>Trade Designation</i>		
Ferix-3		
Ferric Sulfate PIX-115	Coagulation & Flocculation	275 mg/L
Ferric Sulfate Liquid	Coagulation & Flocculation	500 mg/L

### Plant at: GASTONIA, NC

<b>Ferric Sulfate</b>	<i>Product Function</i>	<i>Max Use</i>
<i>Trade Designation</i>		
Ferric Sulfate Liquid	Coagulation & Flocculation	500mg/L
Ferric Sulfate Solution	Coagulation & Flocculation	500mg/L
PIX 115	Coagulation & Flocculation	500mg/L
PIX 125	Coagulation & Flocculation	500mg/L

<b>Ferrous Sulfate</b>	<i>Product Function</i>	<i>Max Use</i>
<i>Trade Designation</i>		
Ferrous Sulfate	Dechlorination	400mg/L

<b>Polyaluminum Chloride[AL]</b>	<i>Product Function</i>	<i>Max Use</i>
<i>Trade Designation</i>		
PAX-18	Coagulation & Flocculation	200mg/L
PAX-29	Coagulation & Flocculation	200mg/L
PAX-XL19	Coagulation & Flocculation	250mg/L

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

### Plant at: ROWLEY, UT

<b>Ferric Chloride</b>	<i>Product Function</i>	<i>Max Use</i>
<i>Trade Designation</i>		
Ferric Chloride	Coagulation & Flocculation	184 mg/L
Ferrous Chloride	Coagulation & Flocculation	175 mg/L

**Plant at: KALAMA, WA****Ferrous Chloride***Trade Designation*

Ferrous Chloride

*Product Function*

Coagulation &amp; Flocculation

*Max Use*

300 mg/L

**Plant at: SPOKANE, WA****Aluminum Sulfate[AL]***Trade Designation*

Aluminum Sulfate, Liquid 48.5% Solution

*Product Function*

Coagulation &amp; Flocculation

*Max Use*

150 mg/L

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

**Polyaluminum Chloride[AL]***Trade Designation*

PAX-14

PAX-18

PAX-28

PAX-29

PAX-XL19

*Product Function*

Coagulation &amp; Flocculation

Coagulation &amp; Flocculation

Coagulation &amp; Flocculation

Coagulation &amp; Flocculation

Coagulation &amp; Flocculation

*Max Use*

210 mg/L

200 mg/L

200mg/L

200mg/L

250 mg/L

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

**Polyaluminum Chlorosulfate[AL]***Trade Designation*

PAX-11

Polyaluminum Chlorosulfate Solution

*Product Function*

Coagulation &amp; Flocculation

Coagulation &amp; Flocculation

*Max Use*

333 mg/L

333 mg/L

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

**Polymer Blends[AL] [PY]***Trade Designation*

PAX XL-30A[PD]

PAX XL-30C[PD]

PAX XL-31A

PAX XL-31B

PAX XL-31C

PAX XL-39A

PAX XL-39C

*Product Function*

Coagulation &amp; Flocculation

Coagulation &amp; Flocculation

Coagulation &amp; Flocculation

Coagulation &amp; Flocculation

Coagulation &amp; Flocculation

Coagulation &amp; Flocculation

Coagulation &amp; Flocculation

*Max Use*

100 mg/L

125 mg/L

100 mg/L

200 mg/L

125 mg/L

100 mg/L

125 mg/L

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

[PD] Certification is based on a maximum carryover of 50 ug/L DADMAC polymer.

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requiren percent monomer and dose.

REFERENCE LIST TO SOME CURRENT POTABLE WATER SUPPLIERS  
USING KEMIRON INC. FERRIC SULFATE SOLUTION IN FLORIDA

City of Tampa  
Jim Gianatasio, 813.231.5255  
7125 N. 30<sup>th</sup> Street  
Tampa, Florida 33610  
Twelve years of service

Northern Kentucky Water  
Bari Joslyn, 859.441.0482  
Fort Thomas Treatment Plant  
700 Alexander Pike  
Fort Thomas, KY 41075  
Ten years of service

City of Raleigh, NC  
John Garland, 919.870.2870  
222 West Hargett Street  
P.O. Box 590  
Raleigh, NC 27602  
Six years of service

U.S. Sugar Water Treatment Plant  
Scott Bond 863-902-2811  
1731 South W.C. Owens Avenue  
Clewiston, Florida 33440  
One year of service

City of Cocoa  
Gary Heller, 321.568.5867  
Claude H. Dyal WTP  
600 School Street  
Cocoa, Florida 32922  
Three years of service

City of Bradenton Water Plant  
Keith M. McGurn 941.727.6366  
5600 Natalie Way  
Bradenton, FL 34203  
Eight years of service

City of West Palm Beach  
Ken Blankley, 561.837.4052  
P. O. Box 3483  
West Palm Beach, FL 33402  
Eight years of service

Bay County Water Treatment Plant  
Steve McLellan, 850.872.4785  
3400 Transmitter Road  
Panama City, FL 32404  
Ten years of service





Water Purification/Residuals Management

316 Bartow Municipal Airport • Bartow, Florida 33830  
Ph. (863) 533-5990 • Fax: (863) 533-7077

This analysis of liquid ferric sulfate was done in accordance to the Lee County bid submittal for Liquid Ferric Sulfate (Project No. Q-020272) as per the TECHNICAL SPECIFICATIONS.

Analysis Performed By: Thornton Laboratories, Inc.  
1145 East Cass Street  
Tampa, FL 33603  
Drinking Water Lab Certification #: 180988

Sample Collection Date: 12-04-01(BL#18244)

Manufacturing Plant and Location: Kemiron, Inc.  
316 Bartow Municipal Airport  
Bartow, FL 33830

Batch #: 112801A

Raw Materials: Magnetite Iron Ore (Fe<sub>3</sub>O<sub>4</sub>)/Minelco  
Virgin Sulfuric Acid (H<sub>2</sub>SO<sub>4</sub>)/Shrieve Chemical,  
Nitron  
Liquid Oxygen (O<sub>2</sub>)/Air Products  
Water (H<sub>2</sub>O)/City of Bartow, FL

The signatures below certify the above information to be accurate and true.

Name: Fred D. Sims Jr.

Name: [Signature]

Title: QA Manager

Title: SECRETARY



Florida Certified and  
NELAP Accredited

# THORNTON LABORATORIES, INC.

MARINE, ANALYTICAL AND ENVIRONMENTAL SERVICES

1145 EAST CASS STREET, TAMPA, FLORIDA 33602  
P.O. BOX 2880, TAMPA, FLORIDA 33601-2880  
FL DOH# E84100, E84324

TELEPHONE (813) 223-8702  
FAX (813) 223-9332

1-Feb-2002  
Page 2 of 2

Report For: **Kemiron Inc.**  
**Bartow Municipal Airport**  
**Bldg. #316**  
**Bartow, FL 33830**

### Sample Identification:

Ferric Sulfate - Tampa Quarterly      Attn: Fred Sims  
B/L #18244

Date Received:      11-Jan-2002

Laboratory Number:      180980

### CERTIFICATE OF ANALYSIS

\* Analyzed by Kiesel Environmental Lab

Method	Parameter	Result	Units
Atomic Absorption	Barium (Ba)	< 3	ppm
	Beryllium (Be)	< 0.2	ppm
	Cadmium (Cd)	< 0.2	ppm
	Chromium (Cr)	3.2	ppm
	Copper (Cu)	< 0.5	ppm
	Lead (Pb)	< 1	ppm
	Manganese (Mn)	83	ppm
	Molybdenum (Mo)	< 4	ppm
	Nickel (Ni)	15	ppm
	Silver (Ag)	< 0.5	ppm
	Sodium (Na)	19	ppm
	Thallium (Tl)	8.5	ppm
Titanium (Ti)	72	ppm	
Zinc (Zn)	5.5	ppm	
Cold Vapor	Mercury (Hg)	< 0.02	ppm
Hydride	Antimony (Sb)	< 0.2	ppm
	Arsenic (As)	0.31	ppm
	Selenium (Se)	< 0.25	ppm

THORNTON LABORATORIES, INC.  
Tina Fritz



Florida Certified and  
NELAP Accredited

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1145 EAST CASS STREET, TAMPA, FLORIDA 33602  
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1-Feb-2002  
Page 1 of

Report For: **Kemiron Inc.**  
**Bartow Municipal Airport**  
**Bldg. #316**  
**Bartow, FL 33830**

**Sample Identification:**

**Ferric Sulfate - Tampa Quarterly**      **Attn: Fred Sims**  
**B/L #18244**

**Date Received:**      **11-Jan-2002**

**Laboratory Number:**      **180980**

### CERTIFICATE OF ANALYSIS

\* Analyzed by Kiesel Environmental Lab

Method	Parameter	Result	Units
Lundell	Iron (Fe)	12.87	%
AWWA	Ferrous Iron	0.13	%
Kemiron	Free Acid	< 0.2	%
AWWA B403	Water Insoluble Matter	< 0.01	%
EPA 353.1	Nitrite Nitrogen (N)	< 5	ppm
EPA 353.2	Nitrate Nitrogen (N)	< 5	ppm
ACS	Chloride (Cl)	< 10	ppm
SIE	Fluoride (F)	< 10	ppm
Volumetric	Total Cyanide (CN)	< 1	ppm
SM	Total Organic Carbon	* < 10	ppm



Water Purification/Residuals Management

316 Bartow Municipal Airport • Bartow, Florida 33830  
Ph. (863) 533-5990 • Fax: (863) 533-7077

**10.1 EMERGENCY CONTINGENCY PLAN FOR SUPPLYING LIQUID FERRIC SULFATE TO LEE COUNTY**

If an emergency supply of liquid ferric sulfate is required, Lee County should contact the following personnel (in the order listed):

<u>NAME</u>	<u>DEPARTMENT</u>	<u>DAY PHONE</u>
Ed Feliciano	Customer Service/Dispatch	(863) 533-5990 x 205
Joe Habraken	Sales Representative	(863) 533-5990 x 203
Charles O'Neal	Operations Manager	(863) 533-5990 x 221
Fred Sims	QA Manager	(863) 533-5990 x 261

The after hours contacts and numbers are:

<u>NAME</u>	<u>DEPARTMENT</u>	<u>HOME PHONE/PAGER/CELL</u>
Ed Feliciano	Customer Service/Dispatch	H:(863) 292-9753
Charles O'Neal	Operations Manager	H:(863) 294-4602 Cell: (863) 559-5410
Joe Habraken	Sales Representative	H: (863) 956-1485 Cell: (863) 559-9301
Fred Sims	QA Manager	H: (863) 607-9685 Pager: 888-337-4672 Cell: (863) 559-0552

Once the emergency order is placed, Kemiron will provide the necessary transportation, equipment and personnel to fulfill the order. Delivery from the Bartow, FL facility should be within 4-6 hours.

**10.2 EMERGENCY CONTINGENCY PLAN FOR A LIQUID FERRIC SULFATE SPILL AT LEE COUNTY**

In the event of a spill of liquid ferric sulfate, prevent run-off by diking the spill area. Neutralize the spill with lime, soda ash or sodium bicarbonate. Dispose of the neutralized material in accordance with all applicable federal, state and local

regulations. If the spill exceeds the reportable quantity (RQ = 1,000 lbs. or 81 gallons), the following agencies should be immediately notified:

- a. National Response Center 800-424-8802 (24 hr.)
- b. Florida State Emergency Response Commission (SERC) 800-635-7179
- c. Florida State Warning Point 800-320-0519 (24 hr.)
- d. Local Emergency Planning Committee (LEPC) 813-577-5151

A form has been enclosed to aid in the initial notification. As soon as possible after the release and when the situation has been stabilized, a written follow-up notice must be sent to the SERC and the LEPC. This notice should update the agencies on what occurred and detail actions that were taken to contain and respond to the release. If a reportable spill is due to the actions of a carrier or its equipment, then the carrier is responsible for the cleanup and reporting duties to the federal, state and local agencies. Kemiron personnel are available to offer emergency assistance in the event of a spill. The following should be contacted (in the listed order):

- a. CTL (Carrier) (800) 237-9088/(863) 428-2373 x2 (24 Hr.)  
Kemiron-Trans (Carrier) (863) 533-5990 (Ext.222)
- b. Fred Sims (863) 533-5990 (Ext.261)  
(888) 337-4672 (Pager)  
(863) 607-9685 (Home)  
(863) 559-0552 (Cell)
- c. Kemiron/Bartow, FL (863) 533-5990 (Plant) (Ext. 222/225)
- d. Joe Habraken (863) 533-5990 (Ext. 203)  
(863) 956-1485 (Home)  
(863) 559-9301 (Cell)

### **10.3 SAFE HANDLING AND SAFETY TRAINING CLASSES PROVIDED FOR LEE COUNTY**

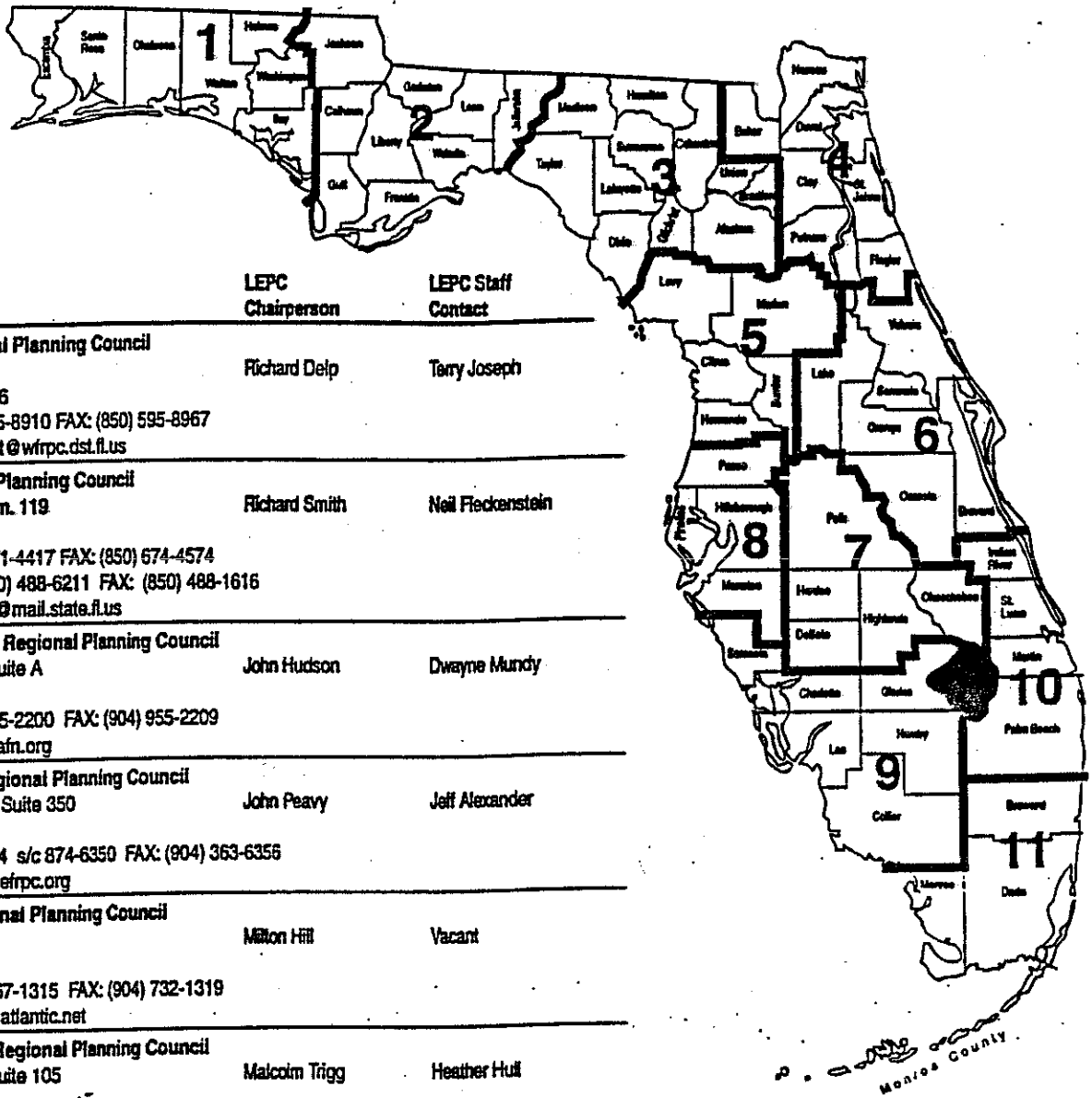
Kemiron will provide (at no charge to Lee County) all necessary safe handling and safety training concerning liquid ferric sulfate to all current Lee County operations personnel. This training will include, but not be limited to MSDS review, health effects, physical properties and characteristics and emergency response. At the request of Lee County, additional training, including refresher courses and new employee training will be provided by Kemiron during the contract period.

**THIS FORM PROVIDES GUIDANCE FOR INITIAL NOTIFICATION  
EMERGENCY PLANNING AND COMMUNITY RIGHT-TO-KNOW ACT  
SECTION 304 REPORTING FORM  
Reporting Number 850/413-9911**

1. General Information SARA LOG # \_\_\_\_\_
- A. Time/Date \_\_\_\_\_ / \_\_\_\_\_
- B. Reported by (Name/Company) \_\_\_\_\_
- C. Contact Person (If different from 1-B above) \_\_\_\_\_
- D. Location \_\_\_\_\_
- E. Telephone Number \_\_\_\_\_
2. Release Information
- A. Substance(s) Involved \_\_\_\_\_
- B. Release Medium: Air \_\_\_\_\_ Water \_\_\_\_\_ (surface/ground) Land \_\_\_\_\_
- C. Event Terminated: Yes/No \_\_\_\_\_  
Release Began \_\_\_\_\_; Ended \_\_\_\_\_ Duration \_\_\_\_\_
- D. Quantity Released \_\_\_\_\_
- E. EHS Release: Yes/No; CERCLA Release: Yes/No \_\_\_\_\_
3. Is this a Reportable Incident/Emergency under Section 304? \_\_\_\_\_
4. Incident Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Action Taken to Respond or Contain: \_\_\_\_\_  
\_\_\_\_\_
6. Potential Health Risk (If known or anticipated)
- A. Off-Site \_\_\_\_\_
- B. Injuries: Release Related/Number \_\_\_\_\_  
Non-Release Related/Number \_\_\_\_\_
7. Recommended Protective Actions (Where Appropriate, Advise Regarding Attention Necessary for Exposed Individuals) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Agencies Notified by Industry
- A. County E.M. \_\_\_\_\_ D. State DEP \_\_\_\_\_
- B. Local F.D. \_\_\_\_\_ E. Other \_\_\_\_\_
- C. Local Environmental \_\_\_\_\_
9. Emergency Assistance Requested: Yes/No; If Yes:
- A. Local F.D. \_\_\_\_\_ E. Local Health \_\_\_\_\_
- B. County E.M. \_\_\_\_\_ F. State DEP \_\_\_\_\_
- C. Local Environmental \_\_\_\_\_ G. Other \_\_\_\_\_
- D. Local Law Enf. \_\_\_\_\_
10. Should More Than 15 Minutes Difference Exist Between Release Beginning Time ( ) and Reporting Time ( ) - Explain Reason for Not Immediately Reporting the Incident: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. Message Received By: Name \_\_\_\_\_ Time \_\_\_\_\_ Date \_\_\_\_\_

**THIS DOES NOT FULFILL THE REQUIREMENTS FOR A FOLLOW-UP REPORT.**


# Local Emergency Planning Committees



District	Mailing Address and Telephone	LEPC Chairperson	LEPC Staff Contact
1	<b>West Florida Regional Planning Council</b> Post Office Box 486 Pensacola 32593-0486 (850) 595-8910 s/c 695-8910 FAX: (850) 595-8967 e-mail address: joseph1@wfrpc.dst.fl.us	Richard Delp	Terry Joseph
2	<b>Apalachee Regional Planning Council</b> 314 E. Central Ave., Rm. 119 Blountstown 32424 (850) 674-4571 s/c 771-4417 FAX: (850) 674-4574 Tallahassee Office (850) 488-6211 FAX: (850) 488-1616 e-mail address: arpccl@mail.state.fl.us	Richard Smith	Neil Feckenstein
3	<b>North Central Florida Regional Planning Council</b> 2009 N.W. 67 Place, Suite A Gainesville 32653 (904) 955-2200 s/c 625-2200 FAX: (904) 955-2209 e-mail address: lepc@afn.org	John Hudson	Dwayne Mundy
4	<b>Northeast Florida Regional Planning Council</b> 9143 Phillips Highway, Suite 350 Jacksonville 32256 (904) 363-6375 ext. 134 s/c 874-6350 FAX: (904) 363-6356 e-mail address: jax@nefrpc.org	John Peavy	Jeff Alexander
5	<b>Withlacoochee Regional Planning Council</b> 1241 S.W. 10th Street Ocala 34474-2798 (904) 732-1315 s/c 667-1315 FAX: (904) 732-1319 e-mail address: wrpc@atlantic.net	Milton Hill	Vacant
6	<b>East Central Florida Regional Planning Council</b> 1011 Wymore Road, Suite 105 Winter Park 32789 (407) 623-1075 ext. 327 s/c 334-1075 FAX: (407) 623-1084 e-mail address: Not Established	Malcolm Trigg	Heather Hull
7	<b>Central Florida Regional Planning Council</b> Post Office Drawer 2089 Bartow 33831 (941) 534-7130 s/c 549-7130 FAX: (941) 534-7138 e-mail address: ricky_keck@yahoo.com	Gary Ballard	Ricky Keck
8	<b>Tampa Bay Regional Planning Council</b> 9455 Koger Blvd., Suite 219 St. Petersburg 33702-2491 (813) 577-5151 s/c 586-3217 FAX: (813) 570-5118 e-mail address: bill@tampabayrpc.org	Ernie Hiers	Bill Loigren
9	<b>Southwest Florida Regional Planning Council</b> Post Office Box 3455 North Ft. Myers 33918-3455 (941) 656-7720 s/c 749-7720 FAX: (941) 656-7724 e-mail address: swirpc@peganet.com	Emily Afandjian	John Gibbons
10	<b>Treasure Coast Regional Planning Council</b> Post Office Box 1529 Palm City 34990 (407) 221-4060 s/c 269-4060 FAX: (407) 221-4067 e-mail address: admin@tcrpc.org	John Gojkovich	Bruce Pisani
11	<b>South Florida Regional Planning Council</b> 3440 Hollywood Blvd., Suite 140 Hollywood 33021 (954) 985-4416 s/c 473-4416 FAX: (954) 985-4417 e-mail address: dem@efrpc.com	George Danz	Doris Mitchell

Kemiron, Inc.  
Corporate Sales Office  
3211 Clinton Parkway Court, Suite 1  
Lawrence, KS 66047  
800-342-8755

Kemiron, Inc., Bartow, Fl, has had no reportable accidents, incidents, releases or spills during the last five years.

  
Signed by: Tammy Axlund, Inside Sales Mgr.


3-22-02  
Date:

Kemiron, Inc.  
800-342-8755



Kemiron, Inc.  
Corporate Sales Office  
3211 Clinton Parkway Court, Suite 1  
Lawrence, KS 66047  
800-342-8755

Kemiron, Inc. has never lost a customer in Florida for any reason.

  
Signed by: Tammy Axlund, Inside Sales Mgr.


3-22-02  
Date:

Kemiron, Inc.  
800-342-8755

Kemiron, Inc.  
Corporate Sales Office  
3211 Clinton Parkway Court, Suite 1  
Lawrence, KS 66047  
800-342-8755

WARRANTY

Kemiron Inc. guarantees that the Ferric Sulfate supplied to Lee County meet all of the specifications as stated on the Kemiron Product Data Sheet.

  
Signed by: Tammy Axlund, Inside Sales Mgr.

3-22-02  
Date:

Kemiron, Inc.  
800-342-8755

Simply the  
Purest

Ferric/Ferrous Sulfate  
Polyferric Sulfate  
Ferric/Ferrous Chloride

• Advanced Primary Treatment

• Enhanced Coagulation/Clearification

• TOC and THM Reduction

• Color Removal

• Odor & Corrosion Control

• Phosphorus Removal

• BOD Reduction

• Residuals Conditioning/Reduction/Reuse

Full Technical  
Support



316 Barrow Municipal Airport  
Barrow, Florida 33830  
(941) 533-5990  
FAX (941) 533-7077



Water Purification/Residuals Management

## LIQUID FERRIC SULFATE

### DESCRIPTION

Kemiron Liquid Ferric Sulfate [Fe<sub>2</sub>(SO<sub>4</sub>)<sub>3</sub>] is supplied as a reddish brown solution. It is prepared by reacting a virgin grade sulfuric acid with a domestically mined, high purity, magnetite iron ore to produce an iron sulfate solution. Using a patented process, this solution is then oxidized until essentially all ferrous iron is converted into ferric iron. The resulting solution complies with all of the requirements of the AWWA standard [AWWA B406] for ferric sulfate and is NSF certified. Because of the proprietary Kemiron process and consistent source of raw materials, Kemiron Liquid Ferric Sulfate can be supplied at various iron concentrations to 13% as quoted or as required by application.

### APPLICATION

Kemiron Liquid Ferric Sulfate is a flocculant and coagulant used by municipal and industrial water and wastewater treatment facilities for such applications as phosphate precipitation; hydrogen sulfide removal; decolorization and organics removal; THM reduction; heavy metals removal via co-precipitation and adsorption; raw water coagulation; and sludge conditioning.

### TYPICAL PROPERTIES:

Ferric Iron (Fe <sup>3+</sup> )	10 - 13%	Free Acidity	<.25%
Ferrous Iron (Fe <sup>2+</sup> )	<0.1%	Insolubles	<0.1%
pH	<2	Freezing Point	<0°F
Specific Gravity	1.4 - 1.6		

NSF Maximum Use: 600 mg/l for 10%; 500 mg/l for 12%

### PRODUCT HANDLING

Kemiron Liquid Ferric Sulfate is normally shipped in 5000 gallon tanker trucks or 20,000 gallon tanker railcars. Other shipping methods can be determined upon request. Suitable handling materials include fiberglass, plastics (e.g. PVC, PP, PE), rubber, and 316 stainless steel.

### HEALTH and SAFETY

Exercise care to prevent accidental ingestion or eye and skin contact. Protective footwear, gloves, and eye wear should be worn when handling. Should any solution come in contact with the eyes or skin, it should be quickly washed with copious quantities of water. Refer to the MSDS for more detailed safety information.

The information in this data sheet is given in good faith and every effort has been made to ensure that it is correct, but no guarantee of accuracy is given or implied. (8/94)



Water Purification/Residuals Management

**MATERIAL SAFETY DATA SHEET  
 FERRIC SULFATE SOLUTION**

Kemiron, Inc.  
 316 Bartow Municipal Airport  
 Bartow, FL 33830

Emergency Telephone Number:  
 863-533-5990 EXT: 222  
 CHEMTREC 800-424-9300

**I. PRODUCT INFORMATION**

Chemical Formula:  $Fe_2(SO_4)_3$   
 Synonyms: Iron sulfate; ferric trisulfate; iron tersulfate; iron persulfate  
 Diiron trisulfate; iron sequisulfate; iron (III) sulfate  
 Molecular Weight: 399.88  
 CAS No: 10028-22-5  
 NIOSH RTECS No: N08505000  
 Chemical Family: Iron Salts

**II. PHYSICAL PROPERTIES**

Boiling Point: 220°F  
 Freezing Point: -50°F at 12.8% $Fe^{2+}$  (concentration dependent)  
 Specific Gravity: ( $H_2O = 1$ ): 1.40 - 1.57  
 Vapor Pressure (mmHg): No Data  
 Solubility in  $H_2O$ : Completely Soluble  
 Evaporation Rate (Butyl Acetate = 1): No Data  
 Flashpoint: Not Applicable  
 PH (apparent): <1 pH (1% solution) 1.84  
 Appearance: Dark reddish-brown solution  
 Odor: Slight, mild odor

**III. INGREDIENTS**

Components	CAS#	%	Exposure Limits	
			ACGIH TLV	OSHA PEL
Ferric Sulfate	10028-22-5	50-72	1mg/m <sup>3</sup>	2mg/m <sup>3</sup>
Water	7732-18-5	28-50	None Established	
Sulfuric Acid	7664-93-9	<0.20	1mg/m <sup>3</sup>	1mg/m <sup>3</sup>

**V. REACTIVITY DATA**

- A. **Stability** – Stable under normal conditions of use.
- B. **Incompatibility** – Corrosive to cast iron, cast bronze, brass, 304SS, Hastelloy B, copper and its alloys, nylon and galvanized steel. Also corrosive to Aluminum, paints, enamels and concrete. Avoid contact with alkaline Metals.
- C. **Hazardous Polymerization** – This material does not polymerize.
- D. **Decomposition Products** – Does not decompose under normal conditions of use. When Heated to decomposition, toxic SO<sub>x</sub> fumes, iron fumes and Acid fumes are produced.
- E. **Conditions to avoid** – Open flames, avoid forming product mists.

**VI. FIRE AND EXPLOSION DATA**

- A. **Fire** – Not considered a fire hazard.
- B. **Explosion** – Not considered an explosion hazard. However, reactions with alkaline Metals in a confined environment can lead to the generation of hydrogen Gas, which can form explosive mixtures with air.
- C. **Fire Extinguishing Media** – Water, CO<sub>2</sub>, or dry chemicals may be used.
- D. **Precautions** – At high temperatures, decomposition causes the formation of toxic SO<sub>x</sub> Fumes and iron fumes. Also, acid fumes may be present. Wear a Respirator with appropriate cartridges or a self-contained breathing Apparatus (SCBA).

**VII. PERSONAL PROTECTIVE GEAR**

- A. **Eye and Face** – Safety glasses are appropriate. If splashing can occur, use chemical Safety goggles or a full face shield. Maintain eye wash fountains in The work area.
- B. **Respiratory** – No respirator is required under normal conditions of use. If TLV is Exceeded a dust/mist respirator (NIOSH approved) may be worn up To ten times the TLV. Also, a SCBA or supplied air full face-piece Respirator may be worn.
- C. **Skin** – Rubber or neoprene gloves should be worn when handling. To prevent repeated Or long term skin contact, wear impervious clothing.
- D. **Shoes** – Rubber boots or safety shoes are recommended. However leather does Deteriorate after repeated exposure.

**IV. HEALTH HAZARD INFORMATION****A. Toxicity**

lpr-mus LD<sub>50</sub>: 601 mg/kg                      idr-rbt LD<sub>50</sub>: 2 g/kg  
Orl-rbt LD<sub>50</sub>: 2140 mg/kg  
The estimated fatal dose in a man is 30 grams

**B. Carcinogenicity**

Not listed as a carcinogen by NTP, IARC, OSHA, ACGIH, or NIOSH.

**C. Primary Route(s) of Entry:**

Skin contact, ingestion.

**D. Exposure/Health Effects:**

1. **Inhalation** – Minimal risk due to low vapor pressure. Product mist are irritating to mucous membranes, respiratory tract, and lung Tissue.  
Altered respiratory rates may occur.
2. **Ingestion** – Low toxicity in small quantities but larger doses may cause burns to the digestive tract and stomach irritation. Also a deposition of excessive iron may occur, which could lead to liver cirrhosis and fibrosis of the pancreas. Other complications may include somnolence, diarrhea, tachycardia, shock, acidosis and hematemesis (vomiting blood).
3. **Skin** – No effect for short duration contact. Prolonged contact may Cause skin irritation, dermatitis and burns. Burns if it enters a break in the skin. Highly toxic by intravenous route.
4. **Eyes** – Very irritating and corrosive to the eyes. May cause severe Irritation or burns to the mucous membrane lining of the Inner surfaces of the eyelids.

**E. First Aid Measures**

1. **Inhalation** – Remove from affected area and give oxygen/artificial Respiration if needed. Seek medical attention for any Breathing difficulty.
2. **Ingestion** – Drink large quantities of milk or water to reduce Concentration and neutralize the material. Do not induce Vomiting. If victim is unconscious do nothing and keep Warm. Seek medical attention immediately.
3. **Skin** – Remove contaminated clothing. Flush skin with water for 15 minutes. Thoroughly wash affected areas with soap and water. If irritation persists, seek medical attention.
4. **Eyes** – Immediately irrigate eyes with copious amounts of water for At least 15 minutes, occasionally lifting upper and lower Eyelids. Seek medical attention immediately.

**VIII. STORAGE AND HANDLING**

Product is corrosive to cast bronze, cast iron, copper and its alloys, and galvanized steel. Also Corrosive to aluminum and concrete. It may be stored in fiberglass, plastics (e.g. PE, PP, PVC, FRP), rubber or rubber-lined containers, or type 316 or better grades of stainless steel. Appropriate safety gear should be worn when handling the material.

**IX. SHIPPING INFORMATION**

A. DOT Shipping Name:	Corrosive liquid, Acidic, Inorganic, N.O.S. (Ferric Sulfate Solution)
B. DOT Label:	Corrosive
C. DOT Hazard Class:	8
D. DOT Category:	ORM-E
E. DOT Placard:	Corrosive UN3264
F. UN Number:	UN3264
G. Packing Group:	II
H. Reportable Quantity (RQ):	1000 (Lbs), 81 (Gals)
I. HMIS Personal Protective Code:	B (Safety glasses, rubber gloves)
J. NEPA: Rating:	2 (Health) - 0 (Flammability) - 0 (Reactivity)
K. ERG#:	154

**X. ENVIRONMENTAL PROTECTION PROCEDURES**

- A. Spill Response - If possible, dike area of spill. Neutralize with lime, soda ash, or Sodium bicarbonate. If spill is equal to or in excess of the RQ (1000 lbs Or 81 gals) then the National Response Center (800-424-8802) and the Appropriate state and local agencies must be immediately notified.
- B. Waste Disposal - Remove waste to an approved landfill or waste disposal facility. The Treatment, storage, transportation, and disposal of waste material must Be conducted in compliance with all applicable Federal, State, and Local regulations.

Prepared by: Fred D. Sims, Jr.

Effective Date: 5/91

Revisions: 10/92, 8/94, 12/96, 4/97, 7/97, 1/98

*The information presented in this Material Safety Data Sheet (MSDS) is subject to the revisions and is not all inclusive, but represented as the best information available to date. This information was drawn from recognized sources believed to be reliable. However, Kemiron, Inc. makes no representation as to the comprehensiveness or accuracy of the information. Consequently, Kemiron, Inc. will not be responsible for damage of any kind resulting from the use of or reliance upon such information.*

*The product discussed is sold without warranty, expressed or implied, and Upon condition that purchasers shall perform their own verification and Testing to determine its suitability for a particular purpose.*

This MSDS was prepared in accordance with OSHA'S  
Hazard Communication Standard  
29 CFR 1910.1200

**KEMIRON COMPANIES, INC.**

**A Delaware Corporation**

**CORPORATE RESOLUTION**

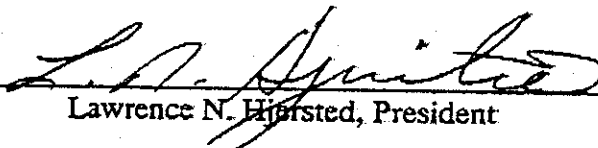
**WHEREAS**, the Board of Directors has deemed it to be in the best interest of Kemiron Companies, Inc., that the corporation take certain action.

**RESOLVED**, that the following individual:

Tammy A. Axlund, Midland Resources, Inc., Administrative Manager

is authorized on behalf of the Corporation from time to time to sign bids.

Dated: September 18, 2000

  
\_\_\_\_\_  
Lawrence N. Hjorsted, President



## ATTACHMENT 4

**From:** Thomas Hill  
**To:** Alexander, Cheri  
**Date:** 3/29/02 9:34AM  
**Subject:** Ferric Sulfate Bid Recommendation

Upon review of the bids for Ferric Sulfate I recommend that Kemiron be selected at \$180.00 per dry ton. Estimated usage is between 600 - 800 dry tons per year at the Olga Plant only. Based on \$180/dry ton this calculates out between \$108,000 to \$144,000 per year. If you need further information please let me know.

Tom Hill

**CC:** Balmer, James; Denney, Chad