

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

**Blue Sheet No. 20021010**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approval to continue with previously awarded Formal Quotation Q-010154, Annual Purchase of Sodium Hypochlorite for the Parks & Recreation Department to BRENNTAG MID-SOUTH INC., formerly HCl Clearwater Chemical as the low quoter based on the unit price \$0.72 per gallon, which has exceeded County Manager authorization under the Ivory sheet process.

Original term of this contract is for one year, with an option to renew in whole or in part for three additional one-year periods under the same terms and conditions if in the best interest of Lee County at the expiration of the original term.

**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:** Allows for the Parks & Recreation Department to continue utilizing competitive prices received on an annual quote for the purchase of sodium hypochlorite.

**2. DEPARTMENTAL CATEGORY: 11**  
**COMMISSION DISTRICT #**

*C11A*

**3. MEETING DATE:** *09-17-2002*

**4. AGENDA:**

CONSENT  
 ADMINISTRATIVE  
 APPEALS  
 PUBLIC  
 WALK ON  
 TIME REQUIRED:

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

<input type="checkbox"/>	STATUTE	<input type="checkbox"/>
<input type="checkbox"/>	ORDINANCE	<input type="checkbox"/>
<input checked="" type="checkbox"/>	ADMIN. CODE	<i>AC-4-1</i>
<input type="checkbox"/>	OTHER	<input type="checkbox"/>

**6. REQUESTOR OF INFORMATION:**

A. COMMISSIONER  
B. DEPARTMENT *Parks & Recreation*  
C. DIVISION

BY: *John Yarbrough, Director*

**7. BACKGROUND:** On January 23, 2001, the Division of Purchasing received a request from Lee County Parks and Recreation to solicit quotations for the purchase on an annual basis of sodium hypochlorite. The Division of Purchasing on February 13, 2001 received sealed quotations. On that date, nine (9) responses were received; five (5) were "No Bids". The quotations were reviewed and a recommendation to award the quotation to Allied Universal Corporation was made with an anticipated total annual expenditure for sodium hypochlorite to be \$46,000.00. On April 18, 2001, Allied advised verbally and followed up with a faxed letter that they will be unable to make deliveries as required within the specifications without modifying the tanks at an additional charge. The next low quoter, Harcos Chemicals specified their minimum delivery is 5,000 gallons, which did not meet our specifications. Therefore, the recommendation was made and the County Manager approved the award of this annual quote to the third low quoter, Brenntag Mid-South Inc., formerly HCl Clearwater Chemical.

On August 22, 2002, Parks and Recreation advised that their expenditures are at \$47,000+ and will exceed the authorization level of \$50,000.00 previously granted. Anticipated expenditures are estimated at \$60,000.00 annually and funding will come from the individual department. Annual quote was renewed for one year in February 2002 and may be extended for three additional one-year periods at the same terms and conditions if in the best interest of Lee County.

ATTACHMENTS: (1) Approved Ivory Sheet  
(2) Tabulation Sheet  
(3) Department Request 8.22.02 for increased authorization

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services	G County Manager
<i>John Yarbrough</i>	<i>Janet Sheehan</i>	<i>N/A</i>		<i>[Signature]</i>	<i>OA 9/10/02, COM 9/11/02, Risk 02/01/02, GC [Signature]</i>	<i>[Signature]</i>

**10. COMMISSION ACTION:**

APPROVED  
 DENIED  
 DEFERRED  
 OTHER

ATTY.  
*[Signature]*  
Budget 10:  
*[Signature]*

REC'D  
COUNTY ADMIN.  
FORWARDED TO: *BL*  
*9/10/02*

**COUNTY ADMINISTRATOR LEVEL UP TO \$50,000**  
**LEE COUNTY ITEM SUMMARY TRACKING SHEET NO. X**

**ATTACHMENT**

<p><b>1. REQUESTED ACTION:</b></p> <p>Rescind previous award to Allied Universal Corporation of Formal Quotation #Q-010154, the Annual Purchase of Sodium Hypochlorite for the Parks and Recreation Department and award to the next low quoter meeting specifications, HCl CLEARWATER CHEMICAL for a unit price of \$0.72 per gallon.</p> <p>Original term of this contract is for one year, with an option to renew in whole or in part for three additional one year periods under the same terms and conditions if in the best interest of Lee County at the expiration of the original term.</p>	<p><b>2. COMMISSION DISTRICT #</b></p> <p><b>3. REQUESTOR OF INFORMATION</b></p> <p>A. COMMISSIONER:</p> <p>B. DEPARTMENT: Parks and Recreation Svcs.</p> <p>C. DIVISION: John Yarbrough, Director</p> <p>BY: <i>John Yarbrough</i></p> <p><b>4. REQUIREMENT/PURPOSE:</b></p> <p>STATUTE  ORDINANCE  <input checked="" type="checkbox"/> ADMIN. CODE AC-4-1  OTHER</p>
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**5. BACKGROUND**

On January 23, 2001, the Division of Purchasing Services received a request from Lee County Parks and Recreation to solicit quotations for the purchase on an annual basis of sodium hypochlorite. The Division of Purchasing Services on February 13, 2001 received sealed quotations. On that date, nine (9) responses were received, five (5) were "No Bids". The quotations were reviewed and a recommendation to award the quotation to Allied Universal Corporation was made with an anticipated total annual expenditure for sodium hypochlorite to be \$46,000.00.

On April 18, 2001, Allied advised verbally and followed up with a faxed letter that they will be unable to make deliveries as required within the specifications without modifying the tanks at an additional charge. The next low quoter, Harcos Chemicals specified their minimum delivery is 5,000 gallons, which does not meet our specifications. Therefore, the recommendation is to award this annual quote to the third low quoter, hci Clearwater Chemical meeting specifications to service these sites as they meet Lee County's minimum delivery requirements.

Attachments:

1. Approved Ivory sheet 3.01
2. Tabulation Sheet
3. Specifications
4. Vendor's Submitted response – hci Clearwater Chemical
5. Termination Letter – Allied
6. Vendor's Acceptance – hci Clearwater Chemical

<b>6. RECOMMENDED APPROVAL</b> <i>CCM</i>					
PURCHASING <i>Jane Sheehan</i> <i>5/15/01</i>	DEPT. OF PUBLIC WORKS CONTRACTS N/A	DIRECTOR N/A	COUNTY ATTORNEY <i>Steve</i>	REQUESTING DEPT. DIR. <i>5-16-01</i>	COUNTY MANAGER <i>[Signature]</i>

**7. ACTION:** IT IS THE DEPARTMENT'S RESPONSIBILITY TO MONITOR THEIR EXPENDITURES AND NOT EXCEED THE AUTHORIZATION LEVEL OF \$50,000.

APPROVED  
 DENIED  
 DEFERRED  
 OTHER

FORMAL QUOTATION #Q-010154	LEE COUNTY, FLORIDA TABULATION SHEET				
OPENING DATE: February 13,2001	FOR				
BUYER: Cheri Alexander	PURCHASE OF SODIUM HYPOCHLORITE				
VENDORS	DUMONT COMPANY	HCl CLEARWATER CHEMICALS	HARCROS CHEMICALS	ALLIED UNIVERSAL CORP	
Lee Co. Commodity Code: 88538					
Cost per gallon	0.85	0.72	0.563	0.469	
Minimum Delivery Requirements	150 GAL	300 GAL	5000 GAL	300 GAL	
Are Delivery Requirements per pool or cumulative?	PER POOL	PER POOL	CUM	PER POOL	
Deliver w/ own vehicles as opposed to common carrier?	YES	YES	YES	YES	
Deliver in calendar days	3	2 TO 3	3	2	
Local Firm	NO	NO	NO	NO	
Modifications	NONE	NONE	YES	NO	
Quote Signed	YES	YES	YES	YES	
<b>NO BIDS</b>					
RANAZZA ENTP					
VAN WATERS & ROGERS					
MOMAR INC					
INDUSTRIAL MARINE HARDWARE					
SULP+A9HURIC ACID TRADING CO					

**ATTACHMENT 2**

CONFIDENTIAL 3

**From:** Cindy Mitar  
**To:** Peterson, Chevone  
**Date:** 8/22/02 3:24PM  
**Subject:** Re: Brenntag PO #30171 Q-010154

Hi Chevone,

In trying to calculate between summer use and non summer use, I think we will be more than safe with \$60,000. I understand we are at \$47,000+ right now. In a months time, July 8th to Aug 9th or so we spent about \$8,000. I am going to assume with summer over and not having the school pools to contend with that increasing to \$60,000 will be great! Thanks so much! CINDY

>>> Chevone Peterson 08/22/02 02:33PM >>>

Cindy,

please be advised that above subject is an ivory sheet. In order to increase over 50k, we will need to do a blue sheet. What dollar amount do you need through Sept. 30?

Carla,

spoke with Janet, if you have any invoices to be paid, please decrease as it is at \$51,000.00.

Please let me know if I can further assist.

Thank you,  
Chevone

Chevone Peterson  
Buyer  
Purchasing Department  
239.689.7385  
239.689.7390 (fax)  
[cpeterson@leegov.com](mailto:cpeterson@leegov.com)

**CC:** Lloyd, Carla; Rooney, Joe

## PURCHASING AGREEMENT

This Agreement, made and entered into this \_\_\_\_\_ day of SEPTEMBER, in the year 2002, by and between the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as "COUNTY", and **Brenntag Mid-South, Inc., 1575 Sunshine Drive, Clearwater, Florida, 33758**, hereinafter referred to as "VENDOR."

WITNESSTH: That the parties hereto, for the consideration herein set forth mutually agree as follows:

Article 1. SCOPE OF WORK: The vendor shall provide all labor, services, materials, and equipment as set forth in the attached "Quotation" and perform all the necessary work in the manner and form as provided therein.

### **Q-010154 Sodium Hypochlorite, Annual Purchase of**

Article 2. CONTRACT SUM: The County shall pay to the vendor, for the faithful performance of the terms as specified in the Purchasing Agreement, in lawful money of the United States of America, and subject to the additions and deductions as provided in the Contract Documents, total sum as follows:

Based on the agreed upon price shown in the Quotation previously submitted to the County, a copy of said Quotation being a part of this Agreement the unit price of **No dollars and seventy-two cents per gallon**

**DOLLARS (\$0.72)/gallon**

Article 3. PAYMENTS: If during the progress of the work or furnishing of services it appears that the vendor's bills for the materials and labor are not being paid, the County shall have the right to withhold from the vendor's monthly payments sufficient sums to protect itself against all losses from possible liens, and to apply the said sums to the payment of such debts. Payments of monthly estimates are agreed not to be admission by the County that the work is done or that its quality or quantity is satisfactory; final acceptance shall occur only with final payment. Before the final payment is made, the vendor shall show to the County satisfactory evidence that all just liens or claims for payment from all persons supplying the vendor labor, material and supplies used directly or indirectly by the vendor or any subcontractor or subcontractors of the vendor in the prosecution of the work are fully satisfied, and that there are no liens, claims and demands resulting from the vendor's performance. The County shall have the right to withhold up to ten (10%) percent of each progress payment which shall be due and payable to the vendor upon final completion of the work.

Should the vendor fail to complete the work within the time limit, no partial estimate will be rendered and no payments will be made after the date established for completion except as follows:

1. If a Surety Bond was furnished, the vendor shall deliver to the County's Agent the written consent of the vendor's Surety covering every such partial payment permitting such payment to be made without affecting the validity of the Bond.
2. If a Cash Bond was furnished, the County's Agent will examine the conditions relating to the delay, also the amount and nature of the work remaining to be completed and his decision will determine whether partial payments will continue to be made or withheld.

The validity of the Bond shall in no way be affected regardless of which course of action is taken.

Article 4. This purchasing Agreement shall be in effect from the period commencing the \_\_\_\_ day of September, 2002 up to and including the \_15th\_ day of April, 2003. Three additional one-year periods at the same terms and conditions may be renewed in writing signed by the parties if in the best interest of Lee County.

Article 5. **FAILURE TO COMPLETE THE WORK ON TIME:** The time limit for the completion of all work under this Purchasing Agreement shall be as set forth in the Proposal. The dates fixing this period upon the calendar shall be as established and stated in the "NOTICE TO PROCEED" from the Purchasing Agent. After commencement of work for this Agreement, it shall be pushed with proper dispatch toward completion, to the satisfaction of the County and shall be fully completed within the time limit if so established. It is understood and agreed that the time limit for completion of said work is the essence of this agreement and, should the party of the second part fail to complete the work within the time limit, it is agreed that for each calendar day that any work provided for in these plans or specifications shall remain incomplete after the time limit has expired, including any official extension of time limit, the sum per day given in the following schedule shall be deducted from monies due this vendor, not as a penalty, but as liquidated damages and added expense for supervision.

Amount of Liquidated Damages per day: \$75.00 per day past scheduled delivery.

The vendor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead his want or knowledge of said contingent work as an excuse for delay in his work, or for it's nonperformance.

Article 6. PURCHASING AGREEMENT DOCUMENTS: The documents hereinafter listed shall form the Purchasing Agreement and they are as fully part of the Purchasing Agreement as if attached hereto:

1. Advertisement for quotes (If Advertising actually performed)
2. Proposal Quote Form
3. Quote Bond (if required)
4. Specifications
5. Insurance Certificate (if required)
6. Vendors Bond (if required)
7. Plans (if applicable)

Article 7. APPLICABLE LAW: Unless Otherwise specified, this Purchasing Agreement shall be governed by the laws, rules, and regulations of the State of Florida, or the laws, rules and regulations of the United State when providing services funded by the United State Government.

Article 8. ASSIGNMENT AND TRANSFER: The vendor shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfer that result from transfer or consolidation with a third party, without the prior written approval of the county. The vendor shall have the right to employ other persons and/or firms to serve as subcontractors in connection with the requirements of the Agreement.

Article 9. TERMINATION: This Agreement may be terminated by either party by 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.

However, if the vendor is adjudged bankrupt or insolvent, if it makes a general assignment for the benefit of its creditors, if a trustee or receiver is appointed for the vendor or for any of the property, if it files a petition to take advantage of any debtors act or to reorganize under the bankruptcy or similar laws, if it disregards the authority of the County's designated representatives, if it otherwise violates any provisions of this Agreement, or for any other just cause, the County may, without prejudice to any other right or remedy and after giving the vendor seven (7) calendar days written notice, terminate this Agreement.

Where the vendor's services have been terminated by the County, said termination shall not affect any rights of the County against the vendor then existing or which may thereafter accrue.

In the event of termination of this Agreement, not the fault of the vendor, the County shall compensate the vendor for: (1) all services completed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the vendor in effecting the termination of services and work, and incurred by the submittal to the County of project drawings, plans, data, and other project documents which are the subject of this Agreement.

Article 10. SEVERABILITY: The provisions and scope of work included in this Agreement are severable. The excuse of nonperformance of a portion of this Agreement shall not excuse the vendor from further performance or completion of the Agreement.

Article 11. CONFLICTING PROVISION: Should any provision of this Agreement conflict with any other specifications or provisions included or incorporated by reference, the provisions of this Agreement shall control.

Article 12. WAIVER: Any waiver by the County or the breach of any provision of this Agreement shall not be construed or deemed to be a modification of the terms of this Agreement.

Article 13. MODIFICATION: Modification to covenants, terms and provisions of the Agreement shall only be valid when issued in writing as an amendment or change order agreed to by both parties.

Article 14. ILLEGAL OR UNCONSTITUTIONAL PROVISIONS: Should a Court of Law determine any provision of this Agreement to be contrary to the law, such a ruling shall not relieve the vendor from fulfilling other responsibilities under the Agreement.

Article 15. DAMAGE TO PRIVATE PROPERTY: Should any private property not belonging to the vendor be damaged through the fault of the vendor, while carrying out this Agreement, such damage shall be repaired by the vendor prior to the completion of the project. The County shall withhold final payment until such repairs have been made.

Article 16. INSURANCE: The vendor will provide a certificate of insurance, meeting the requirements outlined in the specifications (if required).

Article 17. EMPLOYEES: Persons employed by the vendor in the performance of services pursuant to this Purchasing Agreement shall not be considered employees of the County, shall be independent thereof and shall have no claim against the County as to pension, worker compensation, unemployment compensation, insurance, salary, wages or other employee rights or privileges granted by operation of law or by the County to its officers and employees.



Article 18. **LIABILITY FOR ACTS AND OMISSIONS:** The County shall not be deemed to assume any liability for the acts, omissions or negligence of the vendor, its agents or employees, and the vendor shall indemnify, release and hold the county harmless from and shall defend the County and its officers and employees against any and all claims, demands, liabilities and suits arising from any act or omission of the vendor, his agents or employees performing services and functions pursuant to this Agreement.

Article 19. This Agreement embodies the entire understanding of the parties and there are no other agreements or understandings, written or oral, in effect between parties, relating to the subject matter hereof. This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

Article 20. **ANTI-DISCRIMINATION CLAUSE:** The vendor hereby agrees to comply with all applicable provisions of Federal, State and local anti-discrimination laws. A list of all pertinent provisions are attached as an addendum, if applicable. The vendor agrees to hold harmless, defend, and indemnify the County for any losses incurred as a result of its failure to abide by the applicable anti-discrimination laws.

Article 21. **SALES AND USE TAX:** The Contractor is responsible for complying with the Florida Sales and Use Tax Law as it may apply to any and all of the Services and Work to be provided and performed pursuant to this Contract. The amount(s) of Compensation set forth in the Contract or in any Change Orders or Work Orders authorized pursuant to this Contract shall be understood and agreed to include any and all Florida Sales and Use Tax payment obligations required by Florida Law of the Contractor and of any an all of the Sub-Contractors or material suppliers engaged by the Contractors pursuant thereto.

IN WITNESS WHEREOF the said Lee County, Florida, has caused this Agreement to be executed in its name by the Chairman, attested by the Clerk of Courts to be hereto attached; and the said party of the second part has caused this Agreement to be executed in its name by its \_\_\_\_\_ President, attested by its \_\_\_\_\_ Secretary \_\_\_\_\_, and has caused the seal of said corporation to be hereunto attached, all on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Correct Name of Corporation)

BY: \_\_\_\_\_

\_\_\_\_\_  
President

(Corporate Seal)

ATTEST: Clerk of Court  
COMMISSIONERS

LEE COUNTY BOARD OF COUNTY  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Chairman

APPROVED AS TO FORM

BY: \_\_\_\_\_  
County Attorney's Office

Revised: March 18, 2002