

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

Blue Sheet No. 20060932

1. ACTION REQUESTED/PURPOSE: Approve award of Formal Quotation No. Q-060477 Annual Purchase of Sodium Hydroxide – 25% & 50% for Utilities, to the low quoter meeting specifications, Allied Universal Corp at the prices as listed on the attached Lee County Tabulation Sheet. The initial term of this quote is one year; also request authority to renew this quote for four additional one-year periods, at the same terms and conditions, if in the best interest of Lee County; and to exercise the price escalator clause as per the specifications on an as-needed basis. In the event that the low quoter is unable to establish the effectiveness of their product, request the Purchasing Director be given authority to act on behalf of the Board in the event of vendor non-compliance so that the Purchasing Director can proceed to the next low quoter(s). Funding will be available from the individual department or division's budget who will be responsible for monitoring their individual expenditures. Utilities estimates expending approximately \$370,719 for the 50% and \$31,500 for the 25% annually for sodium hydroxide.

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

3. MANAGEMENT RECOMMENDATION: Approve as stated.

4. Departmental Category: <u>10</u> C10D		5. Meeting Date: 08-15-2006
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	<input type="checkbox"/> Statute	
	<input type="checkbox"/> Ordinance	
	<input checked="" type="checkbox"/> Admin. Code <u>AC-4-1</u>	
	<input type="checkbox"/> Other	
		8. Request Initiated: Commissioner _____ Department <u>Utilities</u> Division _____ By: <u>Sergio I. Velez</u> <u>7/27/06</u>

9. Background: On June 20, 2006, the Division of Purchasing received sealed quotations for the annual purchase of sodium hydroxide for Utilities. On that date, four responses were received. The quotations have been thoroughly reviewed, and a recommendation is being made to award to Allied Universal as the low quoter meeting all specification requirements.

Funding is available as follows:

Olga WP	OD53601-505240 50%	FMB WWP	OD53605-505240 25%
Pinewoods WP	OD53619-505240 50%	Waterway Estates WP	OD53625-505240 25%
North RO WP	OD53631-505240 50%		

Please See Attachments:

- (1) Tab Sheet
- (2) Specifications
- (3) Allied Universal Quotation
- (4) Department's Recommendation

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<u>J. J. ...</u> 7-27-06	<u>...</u> 7-24-06	<u>N/A</u>		<u>S. Board</u> 7/25/06	<u>...</u> 8/1/06	<u>...</u> 8/2/06	<u>...</u> 8/1/06	<u>...</u> 8/2/06	<u>J. J. ...</u> 7-27-06

11. Commission Action:

- Approved**
- Deferred**
- Denied**
- Other**

RECEIVED BY COUNTY ADMIN: <u>...</u>
Date: <u>7/28/06 4:30</u>
COUNTY ADMIN FORWARDED TO: <u>...</u>
<u>8/3/06</u>
<u>10-26-06</u>

Rec. by CoAtty
Date: <u>7/28/06</u>
Time: <u>9:20 AM</u>
Forwarded To: <u>...</u>
<u>9:22</u>

**MEMORANDUM
FROM
THE DIVISION OF PURCHASING**

DATE: JULY 24, 2006

TO: IVAN VELEZ
UTILITIES

Janet Sheehan
FROM: JANET SHEEHAN, CPPB
PURCHASING DIRECTOR

RE: BLUE SHEET # 20060932

PROJECT: Annual Purchase of Sodium Hydroxide 25% & 50% for Utilities

TYPE: Formal Quote

AWARDED TO: Allied Universal

When you have finished your review of this package, please forward it to Ivan Velez in Utilities.

If there are any questions or concerns with this package, please contact Judy Cheves at 344-5453.

JUL 26 2006

FORMAL QUOTATION #Q-060477		LEE COUNTY, FLORIDA TABULATION SHEET	
OPENING DATE: JUNE 20, 2006		FOR	
BUYER: JUDY CHEVRS		ANNUAL PURCHASE OF SODIUM HYDROXIDE (CAUSTIC SODA) 25% & 50%	
VENDORS	UNIVAR USA	HARCROS CHEMICALS	BRENNTAG MID-SOUTH
ADDENDA ACKNOWLEDGED	N/A	N/A	N/A
SECTION A-SODIUM HYDROXIDE 50%(Caustic Soda)			
SPECIFY PRODUCT NAME	SODIUM HYDROXIDE	SODIUM HYDROXIDE 50%	CAUSTIC SODA 50% COMMERCIAL
\$ PER TON X 900 DRY TONS =	(411.91)	\$478.00	\$500.00
TOTAL COST \$ SECTION A	(370,719.00)	\$430,200.00	\$450,000.00
MANUFACTURER	VARIOUS	VARIOUS	BRENNTAG
MINIMUM DELIVERY AMOUNT GALLONS	3,500	3,500 (FULL TANK LOADS)	3,500
SECTION B-SODIUM HYDROXIDE 25%(Caustic Soda)			
SPECIFY PRODUCT NAME	SODIUM HYDROXIDE	NO BID	CAUSTIC SODA 25% COMMERCIAL
\$ PER GAL X 30,000 GALLONS	(1.14)	NO BID	\$1.815
TOTAL COST \$ SECTION B	(34,200.00)	NO BID	\$54,450.00
MANUFACTURER	VARIOUS	DOW	BRENNTAG
MINIMUM DELIVERY AMOUNT GALLONS)	500	2,500***	1,500
GRAND TOTAL (SECTIONS A&B) \$	\$404,919.00	\$430,200.00	\$504,450.00
TO BE DELIVERED WITHIN CALENDAR DAYS: 3 WORKING			
LOCAL VENDOR PREFERENCE:	NO	NO	NO
MODIFICATIONS:	NO	YES*	YES**
QUOTE SIGNED?	YES	YES	YES
OCCUPATIONAL LICENSE #:	N/A	N/A	N/A
MEETS SPECIFICATIONS:	YES	NO	NO
COPIES PROVIDED	YES	YES	YES
SUBMITTALS	YES	YES	YES
NO BIDS			
POSTING TIME/DATE			
FROM:	/		
UNTIL:	/		
BY:			

* Vendor - Page 26, our insurance is "per claims made". Page 15, no other entity can piggyback

**See memo attached

***Minimum delivery requirement not met



PROJECT NO.: Q-060477

OPEN DATE: JUNE 20, 2006

AND TIME: 2:30 P.M.

PRE-BID DATE: JUNE 8, 2006

AND TIME: 10:00 A.M.

LOCATION: 1825 HENDRY STEET, 3RD FL
FT MYERS, FL 33901

REQUEST FOR QUOTATIONS

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

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING

MAILING ADDRESS

P.O. BOX 398
FORT MYERS, FL 33902-0398

PHYSICAL ADDRESS

1825 Hendry St 3rd Floor
FORT MYERS, FL 33901

BUYER: JUDY CHEVES
PURCHASING AGENT
PHONE NO.: (239) 344-5450

GENERAL CONDITIONS

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

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (239) 344-5450.

1. **SUBMISSION OF QUOTE:**

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
 - 1. Marked with the words "Sealed Quote"
 - 2. Name of the firm submitting the quotation
 - 3. Title of the quotation
 - 4. Quotation number

- b. The Quotation shall be submitted in triplicate as follows:
 - 1. The original consisting of the Lee County quotes forms completed and signed.
 - 2. A copy of the original quote forms for the Purchasing Director.
 - 3. A second copy of the original quote forms for use by the requesting department.

- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
 - 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
 - 2. Warranties and guarantees against defective materials and workmanship.

- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".

- e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Purchasing prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- f. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).
- h. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.
- i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. **ACCEPTANCE**

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

3. **SUBSTITUTIONS**

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

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

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

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

5. **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.

6. **PRE-BID CONFERENCE**

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

7. **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.

8. **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.

9. **LEE COUNTY BID PROTEST PROCEDURE**

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

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

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

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

The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/quote/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

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

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

The Formal Written Protest shall contain the following:

- County bid/quote/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, statutes, or constitutional provisions, which entitle the affected party to relief.

- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

Upon receipt of a timely filed "Notice of Intent to File a Protest", the Purchasing Director or Public Works Director (as appropriate) may abate the award of the formal bid/quote/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/quote/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six (96) hours of the action giving rise to the contractor/vendor/firm's Protest, or as soon as may be practicable for all parties. The "Notice of Intent to File a Protest" shall serve as the grounds for the affected party's presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.

Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.

Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.

If the Board's decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board's final determination concerning the award.

All formal bid/quote/proposal solicitations shall set forth the following statement:

“FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.”

10. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

11. **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.

12. **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.

13. **MISCELLANEOUS**

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

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **INSURANCE (AS APPLICABLE)**

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

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

DATE SUBMITTED: _____

VENDOR NAME: _____

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

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

The undersigned acknowledges receipt of Addenda numbers: _____

SECTION A - SODIUM HYDROXIDE 50% (CAUSTIC SODA)

Specify product name: _____

\$ _____ PER TON X 900 DRY TONS = Total Cost \$ _____ (SECTION A)

Manufacturer _____

Minimum delivery amount _____ gallons

SECTION B - SODIUM HYDROXIDE 25% (CAUSTIC SODA)

Specify product name: _____

\$ _____ PER GAL. X 30,000 GALLONS = Total Cost \$ _____ (SECTION B)

Manufacturer _____

Minimum delivery amount _____ gallons

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

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

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

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

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

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

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

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

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S.# _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: _____

REVISED: 7/28/00

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

SCOPE

The purpose of this quotation is to solicit prospective bidders to furnish and deliver sodium hydroxide (caustic soda) – in both 25% and 50% strengths - on an annual basis for use at Lee County Utilities.

TERM OF QUOTE

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

DELIVERY REQUIREMENTS

Quotes are to be based on firm prices delivered F.O.B., as directed to the locations specified herein, Lee County, Florida.

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

Delivery driver must present a photo I.D. upon delivery. The I.D. must show that the driver is an employee of either the trucking company or the awarded vendor. All personnel making deliveries must wear the appropriate personal protective equipment (PPE as required by the MSDS).

Lee County Utilities reserves the right to refuse a delivery if that delivery is not in the proper timeframe; the vendor has improper equipment to offload the delivery; and/or is taking improper safety precautions or has malfunctioning equipment.

BASIS OF AWARD

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

The basis of award for this quote will be the low quoter meeting specifications either by Section or overall (Grand Total – Sections A and B) whichever is in the best interest of Lee County. Vendors will need to quote on both Sections in order to be considered for award.

Lee County reserves the right to reject unbalanced quotes (a quote where a normally low cost item is priced well out of the normal range).

SUBMITTALS

Vendor must have written proof of conformance as required in technical specifications.

NATIONAL RESPONSE CENTER

The bidder shall provide a detailed listing of all accidents, incidents, releases, spills, and National Response Center notifications ("safety incidents") for all chemicals it delivers or manufacturers for the past five (5) years.

The bidder shall also provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for any product it supplies over the past five years. Failure to disclose references, terminations, or safety incidents will result in Bidder being disqualified from bidding on this product.

For purposes of this Bid, the term "Bidder" shall be defined as the vendor submitting the proposal and shall include all subsidiaries, affiliates, and subcontractors. As such, any requested documentation shall apply to all subsidiaries and affiliated companies as well as any subcontractors. In the event that a vendor is using a subcontractor to either manufacture or deliver the product, the requested items (e.g., references, terminations, and safety incidents) shall apply to the subcontractor as well.

MINIMUM ORDER QUANTITIES

On the Proposal Quote Form vendors must specify the minimum order quantity their firm requires for delivery. If Lee County requires less than the minimum order quantity stated by the awarded vendors on the Proposal Quote Form, Lee County reserves the right to purchase the material elsewhere.

PRICE ESCALATION

Offers are submitted with the understanding that no price increases will be authorized for 365 calendar days after the effective date of the contract. If, following this initial 365 calendar day period, the awarded vendor(s) experiences a major price increase from suppliers for items in this quotation, the vendor may submit a written request to increase pricing. All information necessary to review and analyze the request must be submitted to Lee County Purchasing. Lee County shall have the right to grant the price increase, or re-quote, at the County's sole discretion. Should prices decrease, the same procedure shall apply.

QUANTITY PRICE BREAKS

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

SAFETY

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

DELIVERY LOCATIONS AND CONTACTS

For 50%:

North Lee County RO WTP
18250 Durrance Road
North Ft Myers, FL 33917

Phone: (239) 567-2181
Fax: (239) 567-2184
Contact Person: Richard Hawes

Pinewoods Water Plant
11950 Corkscrew Road
Estero FL. 33928

Phone : (239) 992-1319
FAX : (239) 992-9095
Contact Person: Damon Hardy

Olga WTP
1450 Werner Drive
Alva, FL 33920

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

For 25%:

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

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

Waterway Water Plant
4271 Saint Claire Ave
North Ft Myers, FL 33903

Phone: (239) 997-1861
Fax : (239) 997-0098
Contact Person: Gary Waters

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

CONTRACT

A purchase order will serve as the contract. If your firm will require Lee County to sign a contract of any type, please include that contract with your quotation.

ADDITIONAL REQUIREMENTS

Vendors must provide MSDS sheets for all products to be provided. MSDS must be provided with the quote package.

Vendors agree to conform to any and all State and Federal regulations pertaining to chemicals, and to assist Lee County in doing so (Chapter 442 F.S.).

All Chemicals must be approved by the National Sanitation Foundation as applicable. **Please provide written proof with your quote package.**

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

SUMMARY REPORTS

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

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

MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

LOCAL BIDDER'S PREFERENCE

Note: In order for your firm to be considered for the local vendor preference, you must complete and return the attached "Local Vendor Preference Questionnaire" with your quotation.

The Lee County Local Bidder's Preference Ordinance No. 00-10 is being included as part of the award process for this project. As such, Lee County at its sole discretion, may choose to award a preference to any qualified "Local Contractor/Vendor" in an amount not to exceed 3 % of the total amount quoted by that firm.

"Local Contractor / Vendor" shall mean: a) any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee County, Florida; or b) any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive five (5) years, and that has the personnel, equipment and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods.

The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and fitness of all persons, firms, partnerships, companies or corporations submitting formal bids or formal quotes in any procurement for goods or services when making an award in the best interests of the County.

TECHNICAL SPECIFICATIONS

SECTION A - SODIUM HYDROXIDE 50% (CAUSTIC SODA)

A. Description

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

B. Physical properties

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

C. Packaging

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

D. Delivery Location

Olga WTP
1450 Werner Drive
Alva, FL 33920

North Lee County RO Plant
18250 Durrance Road
North Fort Myers FL. 33917

Pinewoods Water Plant
11950 Corkscrew Road
Estero FL. 33928

E. Amount

Annual Estimated Usage: 900 dry tons

F. Delivery Time

Shipments will be FOB Destination, and received between the hours of **8:00 AM and 4:00 PM, Monday through Friday**, within three (3) working days after verbal receipt of the order from Lee County Utilities.

G. Delivery Amounts/Requirements

Olga WTP;
Min/max 3,500 gallons per delivery, 80' 2 inch hose is required

North Lee County RO Plant;
Min/max 3,500 gallons per delivery, 40' 2 inch hose is required

Pinewoods WTP;
Min/max 3,500 gallons per delivery, 40' 2 inch hose is required

H. Prospective Bidders

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

SECTION B - SODIUM HYDROXIDE 25% (CAUSTIC SODA)

A. Description

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

B. Physical properties

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

C. Packaging

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

D. Delivery Location

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

Waterway Estates WTP
4271 Saint Claire Ave
North Fort Myers FL. 33903

E. Amount

Annual Estimated Usage: 30,000 gallons

F. Delivery Time

Shipments will be FOB Destination, and received between the hours of **8:00 AM and 4:00 PM, Monday through Friday**, within three (3) working days after verbal receipt of the order from Lee County Utilities.

G. Delivery Amounts/Requirements

Ft. Myers Beach WWTP;

Min/max 1,000-2,000 gallons per delivery, 35' 2 inch hose is required

Waterway Estates WTP

Min/max 500 - 750 gallons per delivery, 20' 2 inch hose is required

H. Training for Both 25% And 50% Caustic

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

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

ATTACHMENT A

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

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

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

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

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

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

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

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

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

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

Yes _____ No _____

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

HAZARDOUS MATERIALS HAULERS

1. Minimum Insurance Requirements: Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendor's interest or liabilities, but are merely minimums.
 - a. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease limit per employee
 - b. Commercial General Liability - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:
 - \$1,000,000 bodily injury per person (BI)
 - \$2,000,000 bodily injury per occurrence (BI)
 - \$1,000,000 property damage (PD) or
 - \$2,000,000 combined single limit (CSL) of BI and PD
 - c. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$1,000,000 bodily injury per person (BI)
 - \$2,000,000 bodily injury per occurrence (BI)
 - \$1,000,000 property damage (PD) or
 - \$2,000,000 combined single limit (CSL) of BI and PD
 - d. Pollution Liability - Covering a transporter moving hazardous products or waste as cargo aboard the transporter's truck:
 - \$1,000,000 bodily injury / property damage/ cleanup, including wrongful delivery.

****The required limit of liability shown in Insurance Requirements item: 1.a; 1.b; 1.c; 1. d; may be provided in the form of "Excess" or "Commercial Umbrella Insurance Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***

2. Verification of Coverage:

a. Ten (10) days prior to the commencement of any work under the contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

1. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials@ will be named as an "Additional Insured" on the General Liability policies.***
2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

3. Special Requirements:

- a. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

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

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

MAILING ADDRESS	or	PHYSICAL ADDRESS
Lee County Purchasing		Lee County Purchasing
P.O. Box 398		1825 Hendry St 3 rd Floor
Ft. Myers, FL 33902-0398		Ft. Myers, FL 33901
- 12. The mailing envelope **MUST** be sealed and marked with:
Quote Number
Opening Date and/or Receiving Date
- 13. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)
- 14. If submitting a "NO BID" please write quote number here _____
and check one of the following:
 Do not offer this product Insufficient time to respond.
 Unable to meet specifications (why)
 Unable to meet bond or insurance requirement.
 Other: _____

Company Name and Address:

LEE COUNTY, FLORIDA
PROPOSAL QUOTATION
FOR

ATTACHMENT #3

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

DATE SUBMITTED: June 14, 2006

VENDOR NAME: Allied Universal Corp.

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

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

The undersigned acknowledges receipt of Addenda numbers: _____

SECTION A - SODIUM HYDROXIDE 50% (CAUSTIC SODA)

Specify product name: Sodium Hydroxide

\$ 411.91 PER TON X 900 DRY TONS = Total Cost \$ 370,719.00 (SECTION A)

Manufacturer VARIOUS

Minimum delivery amount 3,500 gallons

SECTION B - SODIUM HYDROXIDE 25% (CAUSTIC SODA)

Specify product name: Sodium Hydroxide

\$ 1.14 PER GAL. X 30,000 GALLONS = Total Cost \$ 34,200.00 (SECTION B)

Manufacturer Various

Minimum delivery amount 500 gallons

GRAND TOTAL (SECTIONS A & B): \$ 404,919.00

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

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

Yes _____ No X

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

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

Are there any modifications to the quote or specifications:

Yes _____ No X

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

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

FIRM NAME Allied Universal Corp.

BY (Printed): Catherine Guillarmod

BY (Signature): *Catherine Guillarmod*

TITLE: Executive Administrator

FEDERAL ID # OR S.S.# 59 0776285

ADDRESS: 3901 N.W. 115 Ave.
Miami, FL 33178

PHONE NO.: (305) 888-2623

FAX NO.: (305) 463-8369

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: cathieg@allieduniversal.com

REVISED: 7/28/00

ATTACHMENT A

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

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

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

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

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

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

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

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

Fleet of tractor/trailers

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

We have warehouses stocked at all times

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

Yes _____ No x _____

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



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

June 2006

The following bleach bids were cancelled early, in the past 5 years:

Charlotte County - 2003

City of Orlando - 2002 (we have been providing this product to them for the past 2 years, 2004, 2005, and 2006)

Catherine Guillarmod
Executive Administrator

/cg

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 115 Avenue
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

2100 Port Road
West Memphis, AR 72301
870-732-3107



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

June 2006

RESPONSE CENTER NOTIFICATIONS
ALLIED UNIVERSAL CORPORATION -MIAMI, FL

LISTED BELOW IS A DETAIL OF ALL ACCIDENTS, INCIDENTS, RELEASES, SPILLS AND NATIONAL RESPONSE CENTER NOTIFICATIONS, FOR THE PAST 3 YEARS:

2001	NO REPORTS MADE TO NATIONAL RESPONSE CENTER NO ACCIDENTS, INCIDENTS, RELEASES OR SPILLS
2002	NO REPORTS MADE TO NATIONAL RESPONSE CENTER NO ACCIDENTS, INCIDENTS, RELEASES OR SPILLS
2003	NO REPORTS MADE TO NATIONAL RESPONSE CENTER NO ACCIDENTS, INCIDENTS, RELEASES OR SPILLS
2004	NO REPORTS MADE TO NATIONAL RESPONSE CENTER NO ACCIDENTS, INCIDENTS, RELEASES OR SPILLS
2005	NO REPORTS MADE TO NATIONAL RESPONSE CENTER NO ACCIDENTS, INCIDENTS, RELEASES OR SPILLS

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 115 Avenue
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

2100 Port Road
West Memphis, AR 72301
870-732-3107



Live safer.

 Close window
 Exit NSF

NSF Product and Service Listings

These Listings were Last Updated on **Wednesday, June 14, 2006** at 4:15 AM Eastern Time. Please contact [NSF International](http://www.nsf.org) to confirm the status of any Listing, report errors, or make suggestions.

Warning: NSF is concerned about fraudulent downloading and manipulation of website text. If you have received this listing in hard copy, always confirm this certification/listing information by going directly to <http://www.nsf.org/Certified/PwsChemicals/Listings.asp?Company=01240&Standard=060> for the latest most accurate information.

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

ALLIED UNIVERSAL CORPORATION

3901 NW 115 AVENUE
MIAMI, FL 33178
800-981-6700
305-888-2623



Facility : WEST MEMPHIS, AR

Chlorine[CL]

Trade Designation
Chlorine

Product Function
Disinfection & Oxidation

Max Use
30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in finished drinking water to ensure compliance to all applicable regulations.

Sodium Hydroxide

Trade Designation
Caustic Soda
Sodium Hydroxide

Product Function
Corrosion & Scale Control
Corrosion & Scale Control

Max Use
100 mg/L
100 mg/L

Sodium Hypochlorite[CL]

Trade Designation
Aqua Guard Bleach
Aqua Guard Chlorinating Sanitizer

Product Function
Disinfection & Oxidation
Disinfection & Oxidation

Max Use
84 mg/L
100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in finished drinking water to ensure compliance to all applicable regulations.

Facility : FORT PIERCE, FL

Chlorine[CL]

Trade Designation

Chlorine

Product Function

Disinfection & Oxidation

Max Use

30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in finished drinking water to ensure compliance to all applicable regulations.

Sodium Hydroxide

Trade Designation

Caustic Soda

Rayon Grade Caustic Soda 50%

Sodium Hydroxide

Product Function

Corrosion & Scale Control

Corrosion & Scale Control

Corrosion & Scale Control

Max Use

100 mg/L

100mg/L

100 mg/L

Sodium Hypochlorite[CL]

Trade Designation

Aqua Guard Chlorinating Sanitizer

Product Function

Disinfection & Oxidation

Max Use

100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in finished drinking water to ensure compliance to all applicable regulations.

Facility : MIAMI, FL

Chlorine[CL]

Trade Designation

Chlorine

Product Function

Disinfection & Oxidation

Max Use

30mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in finished drinking water to ensure compliance to all applicable regulations.

Sodium Hydroxide

Trade Designation

Caustic Soda

Rayon Grade Caustic Soda 50%

Sodium Hydroxide

Product Function

Corrosion & Scale Control

Corrosion & Scale Control

Corrosion & Scale Control

Max Use

100mg/L

100mg/L

100mg/L

Sodium Hypochlorite[CL]

Trade Designation

Aqua Guard Chlorinating Sanitizer

Product Function

Disinfection & Oxidation

Max Use

100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in finished drinking water to ensure compliance to all applicable regulations.

Facility : TAMPA, FL

Chlorine[CL]

Trade Designation

Chlorine

Product Function

Disinfection & Oxidation

Max Use

30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in finished drinking water to ensure compliance to all applicable regulations.

Sodium Hydroxide

Trade Designation

Caustic Soda

Rayon Grade Caustic Soda 50%

Sodium Hydroxide

Product Function

Corrosion & Scale Control

Corrosion & Scale Control

Corrosion & Scale Control

Max Use

100 mg/L

100mg/L

100 mg/L

Sodium Hypochlorite[CL]

Trade Designation

Aqua Guard Chlorinating Sanitizer

Product Function

Disinfection & Oxidation

Max Use

100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in finished drinking water to ensure compliance to all applicable regulations.

Facility : BRUNSWICK, GA

Chlorine[CL]

Trade Designation

Chlorine

Product Function

Disinfection & Oxidation

Max Use

30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in finished drinking water to ensure compliance to all applicable regulations.

Sodium Hydroxide

Trade Designation

Caustic Soda

Rayon Grade Caustic Soda 50%

Sodium Hydroxide

Product Function

Corrosion & Scale Control

Corrosion & Scale Control

Corrosion & Scale Control

Max Use

100 mg/L

100mg/L

100 mg/L

Sodium Hypochlorite[CL]

Trade Designation

Aqua Guard Bleach

Aqua Guard Chlorinating Sanitizer

Product Function

Disinfection & Oxidation

Disinfection & Oxidation

Max Use

84 mg/L

100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in finished drinking water to ensure compliance to all applicable regulations.

Facility : RANGER, GA

Chlorine[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in finished drinking water to ensure compliance to all applicable regulations.

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda	Corrosion & Scale Control	100 mg/L
Sodium Hydroxide	Corrosion & Scale Control	100 mg/L

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84 mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in finished drinking water to ensure compliance to all applicable regulations.

Facility : ELLISVILLE, MS

Chlorine[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in finished drinking water to ensure compliance to all applicable regulations.

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda	Disinfection & Oxidation	100 mg/L
Sodium Hydroxide	Disinfection & Oxidation	100 mg/L

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	52mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	62mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine

dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in finished drinking water to ensure compliance to all applicable regulations.

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Number of matching Products is 36

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Material Safety Data Sheet

1. CHEMICAL PRODUCT & COMPANY IDENTIFICATION

Page: 1

24-Hour Emergency Phone Number: 517-636-4400

Product: CAUSTIC SODA SOLUTION 50%, COMMERCIAL GRADE

Product Code: 15216

Effective Date: 04/14/99 Date Printed: 10/27/99 MSD: 005120

The Dow Chemical Company, Midland, MI 48674

Customer Information Center: 800-258-2436

2. COMPOSITION/INFORMATION ON INGREDIENTS

Sodium hydroxide (NaOH)	CAS# 001310-73-2	49-51%
Sodium chloride (NaCl)	CAS# 007647-14-5	1% max
Water	CAS# 007732-18-5	BAL

3. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW

 * Colorless liquid. Odorless. May react violently with water. *
 * Causes severe eye burns. Causes severe skin burns. Causes *
 * respiratory tract irritation. *

POTENTIAL HEALTH EFFECTS (See Section 11 for toxicological data.)

EYE: May cause severe irritation with corneal injury which may result in permanent impairment of vision, even blindness. Mists may cause eye irritation.

SKIN: Classified as corrosive according to DOT. Short single exposure may cause severe skin burns. A single prolonged exposure is not likely to result in absorption of harmful amounts.

INGESTION: May cause severe burns of the mouth and throat. Ingestion may cause gastrointestinal irritation or ulceration.

INHALATION: Mists may cause severe irritation of the upper respiratory tract (nose and throat).

(Continued on page 2 , over)

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Product: CAUSTIC SODA SOLUTION 50%, COMMERCIAL GRADE
Product Code: 15216

Effective Date: 04/14/99 Date Printed: 10/27/99 MSD: 005120

SYSTEMIC (OTHER TARGET ORGAN) EFFECTS: No relevant information found.

CANCER INFORMATION: No relevant information found.

TERATOLOGY (BIRTH DEFECTS): No relevant information found.

REPRODUCTIVE EFFECTS: No relevant information found.

4. FIRST AID

EYE:

Wash eyes immediately and continuously until assistance arrives for transport to medical facility; wash enroute, if possible. If medical assistance is not immediately available, wash for 30 minutes and seek medical attention immediately.

SKIN: Immediate continued and thorough washing in flowing water for 30 minutes is imperative while removing contaminated clothing. Prompt medical consultation is essential.

INGESTION: Do not induce vomiting. Give large amounts of water or milk if available and transport to medical facility.

INHALATION: Remove to fresh air if effects occur. Consult a physician.

NOTE TO PHYSICIAN: May cause tissue destruction/stricture. If lavage is performed, suggest endotracheal and/or esophageal control. Material is strong alkali. If burn is present, treat as any thermal burn, after decontamination. For burns of skin only. Eye irrigation may be necessary for an extended period of time to remove as much caustic as possible. Duration of irrigation and treatment is at the discretion of medical personnel. No specific antidote. Supportive care. Treatment based on judgment of the physician in response to reactions of the patient.

5. FIRE FIGHTING MEASURES

FLAMMABLE PROPERTIES

FLASH POINT: None

METHOD USED: Not applicable

AUTOIGNITION TEMPERATURE: Not applicable.

FLAMMABILITY LIMITS

(Continued on page 3)

(R) Indicates a Trademark of The Dow Chemical Company

Product: CAUSTIC SODA SOLUTION 50%, COMMERCIAL GRADE
Product Code: 15216

Effective Date: 04/14/99 Date Printed: 10/27/99 MSD: 005120

LFL: Not applicable

UFL: Not applicable

HAZARDOUS COMBUSTION PRODUCTS: Not applicable.

OTHER FLAMMABILITY INFORMATION: Product reacts with water. Reaction may produce heat and/or gases. This reaction may be violent. Violent steam generation or eruption may occur upon application of direct water stream to hot liquids. This material does not burn.

EXTINGUISHING MEDIA: This material does not burn. If exposed to fire from another source, use suitable fire extinguishing agent for that fire.

FIRE FIGHTING INSTRUCTIONS: Keep people away. Isolate fire area and deny unnecessary entry. This material does not burn. Fight fire for other material that is burning.

PROTECTIVE EQUIPMENT FOR FIRE FIGHTERS: Wear positive-pressure self-contained breathing apparatus (SCBA) and protective fire fighting clothing (includes fire fighting helmet, coat, pants boots and gloves). Avoid contact with this material during fire fighting operations. If contact is likely, change to full chemical resistant clothing with SCBA. This will not provide sufficient fire protection, consider fighting fire from a remote location. For protective equipment in post-fire or non-fire clean up situations, refer to the relevant sections.

6. ACCIDENTAL RELEASE MEASURES (See Section 15 for Regulatory Information)

PROTECT PEOPLE: Evacuate area. Clear non-emergency personnel from area. Ventilate area of spill or leak. See MSDS, Section 10, for information on Stability and Reactivity.

PROTECT THE ENVIRONMENT: Contain material to prevent contamination of soil, surface water or ground water.

CLEANUP: Dike spills immediately. Carefully flush small spills of caustic soda solution with water. Attempt to neutralize final traces of caustic soda with dilute acid, preferably acetic acid.

7. HANDLING AND STORAGE

HANDLING:

(Continued on page 4 , over)

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Product: CAUSTIC SODA SOLUTION 50%, COMMERCIAL GRADE

Product Code: 15216

Effective Date: 04/14/99

Date Printed: 10/27/99

MSD: 005120

SPECIAL PRECAUTIONS FOR DILUTING CAUSTIC SODA SOLUTION:

1. ALWAYS add caustic soda solution to water with constant agitation. NEVER add water to the caustic soda solution.
2. The water should be lukewarm (80-100F). NEVER start with hot or cold water.

The addition of caustic soda to liquid will cause a rise in temperature. If caustic soda becomes concentrated in one area, is added too rapidly, or is added to hot or cold liquid, a rapid temperature increase can result in DANGEROUS mists, boiling or spattering which may cause an immediate VIOLENT ERUPTION.

STORAGE: Store away from incompatible materials. Store in a dry place. Keep containers tightly closed when not in use. See Stability & Reactivity, Section 10, of this MSDS. Store above 60F (16C).

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

ENGINEERING CONTROLS: Provide general and/or local exhaust ventilation to control airborne levels below the exposure guidelines.

PERSONAL PROTECTIVE EQUIPMENT

EYE/FACE PROTECTION:

Use chemical goggles. Wear a face-shield which allows use of chemical goggles, or wear a full-face respirator to protect face and eyes when there is any likelihood of splashes. Eye wash fountain should be located in immediate work area.

SKIN PROTECTION: Use protective clothing impervious to this material. Selection of specific items such as faceshield, gloves, boots, apron, or full-bodysuit will depend on operation. Safety shower should be located in immediate work area. Remove contaminated clothing immediately, wash skin area with soap and water, and launder clothing before reuse. Contaminated leather items, such as shoes, belts and watchbands, should be removed and destroyed.

RESPIRATORY PROTECTION: Atmospheric levels should be maintained below the exposure guideline. If respiratory irritation is experienced, use an approved air-purifying respirator.

(Continued on page 5)

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Product: CAUSTIC SODA SOLUTION 50%, COMMERCIAL GRADE
Product Code: 15216

Effective Date: 04/14/99

Date Printed: 10/27/99

MSD: 005120

EXPOSURE GUIDELINE(S): Sodium hydroxide: OSHA PEL and ACGIH TLV are 2 mg/m³ Ceiling.

PELs are in accord with those recommended by OSHA, as in the 1989 revision of PELs.

9. PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE: Colorless to slightly hazy.
ODOR: Odorless.
VAPOR PRESS: 1.5 mmHg, 0.2kPa @ 20C
VAPOR DENSITY: Not applicable
BOILING POINT: Approximately 293F, 145C
SOLUBILITY IN WATER: Water solution
SPECIFIC GRAVITY: @ 20C (Dens.) 1.52 g/ml
FREEZING POINT: Approximately 58F, 14C
PH: 14

10. STABILITY AND REACTIVITY

CHEMICAL STABILITY: Stable under recommended storage conditions.
See storage section.

CONDITIONS TO AVOID: Avoid temperature below 85F.

INCOMPATIBILITY WITH OTHER MATERIALS: Heat is generated when mixed with water. Spattering and boiling can occur. Flammable hydrogen may be generated from contact with metals such as: aluminum, brass, tin, zinc. Avoid contact with acids, halogenated organics, organic nitro compounds, glycols. Caustic soda solution reacts readily with various reducing sugars (i.e. fructose, galactose, maltose, dry whey solids) to produce carbon monoxide. Precautions should be taken including monitoring the tank atmosphere for carbon monoxide to ensure safety of personnel.

HAZARDOUS DECOMPOSITION PRODUCTS: Does not decompose.

HAZARDOUS POLYMERIZATION: Will not occur.

11. TOXICOLOGICAL INFORMATION (See Section 3 for Potential Health Effects. For detailed toxicological data, write or call the address or non-emergency number shown in Section 1)

SKIN: The dermal LD50 has not been determined.

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Effective Date: 04/14/99 Date Printed: 10/27/99 MSD: 005120

INGESTION: Single dose oral LD50 has not been determined.

MUTAGENICITY: No relevant information found.

12. ECOLOGICAL INFORMATION (For detailed Ecological data, write or call the address or non-emergency number shown in Section 1)

ENVIRONMENTAL FATE:

MOVEMENT & PARTITIONING: Based on information for sodium hydroxide. No bioconcentration is expected because of the relatively high water solubility. Partitioning from water to n-octanol is not applicable.

DEGRADATION & PERSISTENCE: Based on information for sodium hydroxide. Biodegradation is not applicable.

ECOTOXICITY: Based on information for sodium hydroxide. Material is slightly toxic to aquatic organisms on an acute basis (LC50 between 10 and 100 mg/L in most sensitive species). May cause pH shifts outside the range of 5-10; this change may be toxic to aquatic organisms.

13. DISPOSAL CONSIDERATIONS (See Section 15 for Regulatory Information)

DISPOSAL: DO NOT DUMP INTO ANY SEWERS, ON THE GROUND OR INTO ANY BODY OF WATER. All disposal methods must be in compliance with all Federal, State/Provincial and local laws and regulations. Regulations may vary in different locations. Waste characterizations and compliance with applicable laws are the responsibility solely of the waste generator. THE DOW CHEMICAL COMPANY HAS NO CONTROL OVER THE MANAGEMENT PRACTICES OR MANUFACTURING PROCESSES OF PARTIES HANDLING OR USING THIS MATERIAL. THE INFORMATION PRESENTED HERE PERTAINS ONLY TO THE PRODUCT AS SHIPPED IN ITS INTENDED CONDITION AS DESCRIBED IN MSDS SECTION 2 (Composition/Information On Ingredients).

FOR UNUSED & UNCONTAMINATED PRODUCT, the preferred options include sending to a licensed, permitted: recycler.

As a service to its customers, Dow can provide names of information resources to help identify waste management companies and other facilities which recycle, reprocess or manage chemicals or plastics, and that manage used drums. Telephone Dow's Customer Information Center at 800-258-2436 or 517-832-1556 for further details.

14. TRANSPORT INFORMATION

(Continued on page 7)

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Product: CAUSTIC SODA SOLUTION 50%, COMMERCIAL GRADE

Product Code: 15216

Effective Date: 04/14/99

Date Printed: 10/27/99

MSD: 005120

U.S. DOT Classification/Description:

For DOT regulatory information, if required, consult transportation regulations, product shipping papers, or your Dow representative.

CANADIAN INFORMATION:

For TDG regulatory information, if required, consult transportation regulations, product shipping papers, or your Dow representative.

15. REGULATORY INFORMATION (Not meant to be all-inclusive--selected regulations represented)

NOTICE: The information herein is presented in good faith and believed to be accurate as of the effective date shown above. However, no warranty, express or implied is given. Regulatory requirements are subject to change and may differ from one location to another; it is the buyer's responsibility to ensure that its activities comply with federal, state or provincial, and local laws. The following specific information is made for the purpose of complying with numerous federal, state or provincial, and local laws and regulations. See other sections for health and safety information.

U.S. REGULATIONS
=====

SARA 313 INFORMATION: To the best of our knowledge, this product contains no chemical subject to SARA Title III Section 313 supplier notification requirements.

SARA HAZARD CATEGORY: This product has been reviewed according to the EPA "Hazard Categories" promulgated under Sections 311 and 312 of the Superfund Amendment and Reauthorization Act of 1986 (SARA Title III) and is considered, under applicable definitions, to meet the following categories:

An immediate health hazard
A reactive hazard

TOXIC SUBSTANCES CONTROL ACT (TSCA):

All ingredients are on the TSCA inventory or are not required to be

(Continued on page 8 , over)

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 Product Code: 15216

Effective Date: 04/14/99 Date Printed: 10/27/99 MSD: 005120

REGULATORY INFORMATION (CONTINUED)

listed on the TSCA inventory.

The CAS number(s) for TSCA is(are):

- CAS# 001310-73-2
- CAS# 000497-19-8
- CAS# 007647-14-5
- CAS# 007732-18-5

STATE RIGHT-TO-KNOW: The following product components are cited on certain state lists as mentioned. Non-listed components may be shown in the composition section of the MSDS.

CHEMICAL NAME	CAS NUMBER	LIST
SODIUM HYDROXIDE (SOLUTION)	001310-73-2	NJ1 NJ3 PA1 PA3

- NJ1=New Jersey Special Health Hazard Substance (present at greater than or equal to 0.1%).
- NJ3=New Jersey Workplace Hazardous Substance (present at greater than or equal to 1.0%).
- PA1=Pennsylvania Hazardous Substance (present at greater than or equal to 1.0%).
- PA3=Pennsylvania Environmental Hazardous Substance (present at greater than or equal to 1.0%).

OSHA HAZARD COMMUNICATION STANDARD:

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT (CERCLA, or SUPERFUND):

This product contains the following substance(s) listed as "Hazardous Substances" under CERCLA which may require reporting of releases:

Category:

Chemical Name	CAS#	RQ	% in Product
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(Continued on page 9)

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Product: CAUSTIC SODA SOLUTION 50%, COMMERCIAL GRADE

Product Code: 15216

Effective Date: 04/14/99

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MSD: 005120

REGULATORY INFORMATION (CONTINUED)

Sodium hydroxide	001310-73-2	1000	49-51%
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CANADIAN REGULATIONS

WHMIS INFORMATION: The Canadian Workplace Hazardous Materials Information System (WHMIS) Classification for this product is:

E - corrosive to metal or skin
Refer elsewhere in the MSDS for specific warnings and safe handling information. Refer to the employer's workplace education program.

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

HAZARDOUS PRODUCTS ACT INFORMATION: This product contains the following ingredients which are Controlled Products and/or on the Ingredient Disclosure List (Canadian HPA section 13 and 14):

COMPONENTS:	CAS #	AMOUNT (%w/w)
Sodium hydroxide	CAS# 001310-73-2	49-51%

16. OTHER INFORMATION

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) RATINGS:

Health	3
Flammability	0
Reactivity	1

MSDS STATUS: Revised Section 2.

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The Information Herein Is Given In Good Faith, But No Warranty,
Express Or Implied, Is Made. Consult The Dow Chemical Company
For Further Information.

ATTACHMENT #4**Cheves, Judith E.**

From: Denney, Chad M.
Sent: Wednesday, July 19, 2006 9:49 AM
To: Cheves, Judith E.
Cc: Carbone, Cheryl L.; Hill, Thomas A.
Subject: FW: chemical quote

Judy, I made the requested changes. Please let me know if you need anything else.

Thanks,
 Chad

From: Cheves, Judith E.
Sent: Monday, July 17, 2006 4:41 PM
To: Denney, Chad M.
Subject: RE: chemical quote

Hi Chad..... would you please change the e-mail message below to reflect the change we discussed – entire quote going to Allied due to Univar not being able to meet the required minimum delivery. Just resend it to me and I will add to the file.
 Thanks

From: Denney, Chad M.
Sent: Friday, July 07, 2006 8:28 AM
To: Cheves, Judith E.
Cc: Franceschini, Robert D.; Hill, Thomas A.; Carbone, Cheryl L.
Subject: RE: chemical quote

Judy, we have reviewed the quotes submitted for the caustic bid. We would like to award the bid to the lowest bidder meeting specs for the 50% and the 25%. Allied was the lowest for 50% and 25%. Allied stating they have various suppliers for their product isn't an issue. So please award the 50% and the 25% to Allied. Even though Univar was the lowest bidder for the 25% their minimum delivery amounts were not as the quote specified. We have to have the minimum delivery amount as the specifications called for.

Language covering what the action accomplishes; by bidding out this product we are able to get competitive bids.

Account Strings;	Olga WP	OD53601-505240	50%
	Pinewoods WP	OD53619-505240	50%
	North RO WP	OD53631-505240	50%
	Ft. Myers Beach WWP	OD53605-505240	25%
	Waterway Estates WP	OD53625-505240	25%

The estimated annual expenditure for these products are as follows 50% \$370,719 and for 25% \$31,500 for a total of \$402,219.

Should you need any further info please contact me.

Thanks,
 Chad

From: Cheves, Judith E.
Sent: Friday, June 30, 2006 2:49 PM
To: Denney, Chad M.
Cc: Franceschini, Robert D.
Subject: chemical quote

7/24/2006

6-30-06

Hi Chad..... I was just checking with you on the caustic soda quote Q-060477.... I just wanted to make sure you got the vendor quotes for your review and recommendation. According to my files, I sent them to you interoffice on the 22nd. I will be out of the office next week, returning on 7/10. If you haven't received them.... Please give Bob a shout and he will resend to you.

Thanks.

*Judy Cheves
Purchasing Agent
Lee County Purchasing
239.344.5450 phone
239.344.5460 fax
jcheves@leegov.com*

7/24/2006