



PROJECT NO.: B-130488

OPEN DATE: Tuesday, July 9, 2013

AND TIME: 2:30 P.M.

PRE-BID DATE: N/A

# REQUEST FOR BID

**TITLE:**  
**SODIUM HYPOCHLORITE SOLUTION FOR  
UTILITIES WASTEWATER AND WATER PLANTS**

**Advertised Date: June 21, 2013**

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

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

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

**PROCUREMENT CONTACT:**

NAME: Rachel Mixson  
TITLE: Procurement Analyst  
PHONE NO.: (239) 533-5876  
EMAIL: [rmixson@leegov.com](mailto:rmixson@leegov.com)

**GENERAL CONDITIONS**

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

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

1. **SUBMISSION OF BID:**

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

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

2. **ACCEPTANCE**

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

3. **SUBSTITUTIONS**

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

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

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

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



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

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

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

6. **PRE-BID CONFERENCE**

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

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

7. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

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

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

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

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



8. **LEE COUNTY BID PROTEST PROCEDURE**

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

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

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

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

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

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

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

The Formal Written Protest shall contain the following:

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

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

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

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

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

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

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

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

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

9. **PUBLIC ENTITY CRIME**

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

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

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

11. **MATERIAL SAFETY DATA SHEETS**

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

12. **MISCELLANEOUS**

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

13. **WAIVER OF CLAIMS**

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



14. **AUTHORITY TO PIGGYBACK**

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

15. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

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

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

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

The County further reserves the right to purchase any of the items in this bid from DBE's to fulfill the County's stated policy toward DBE's.

d) **Anti-Discrimination**

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

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

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

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

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

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

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

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

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

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

16. **AUDITABLE RECORDS**

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

17. **DRUG FREE WORKPLACE**

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



18. **REQUIRED SUBMITTALS**

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

19. **TERMINATION**

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

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

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

20. **CONFIDENTIALITY**

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

21. **ANTI-LOBBYING CLAUSE**

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

22. **INSURANCE (AS APPLICABLE)**

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



LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR  
**SODIUM HYPOCHLORITE SOLUTION FOR  
UTILITIES WASTEWATER AND WATER PLANTS**

DATE SUBMITTED: July 2, 2013

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:

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

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

**SECTION 1: SODIUM HYPOCHLORITE SOLUTION – TANKER TRUCK DELIVERIES**

Specify Product Name: Aqua Guard Chlorinating \$ .459 /gallon  
Solution

Manufacturer: Allied Universal Corp.

Minimum Order Quantity: 500 Gallons

Min 500 – Max 5,050 gallons/delivery

**SECTION 2: SODIUM HYPOCHLORITE SOLUTION – SMALL TRUCK DELIVERIES**

There are two sites that require 150 to 250 gallons per delivery. These sites cannot be serviced with a large tanker truck. A small truck with maybe a 500 gallon tank has to be used.

Specify Product Name: Aqua Guard Chlorinating \$ .88 /gallon  
Solution

Manufacturer: Allied Universal Corp.

Minimum Order Quantity: 150 Gallons

Min 150 – Max 250 gallons/delivery

TO BE (DELIVERED) WITHIN 1-2 work CALENDAR DAYS AFTER RECEIPT OF  
AWARD AND PURCHASE ORDER.

WILL YOU DELIVER WITH YOUR OWN VEHICLE AS OPPOSED TO COMMON CARRIER?  
YES ☒ NO ☐

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.

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

Are there any modifications to the bid or specifications:  
YES ☐ NO ☒

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

MODIFICATIONS:

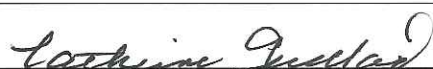
Bidder shall submit his/her bid on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Bidder/Bid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

ANTI-COLLUSION STATEMENT

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

FIRM NAME Allied Universal Corporation

BY (Printed): Catherine Guillarmod

BY (Signature): 

TITLE: Executive Administrator

FEDERAL ID # OR S.S.# 59 0776285

ADDRESS: 3901 NW 115 Ave.

Miami, FL 33178

PHONE NO.: 305-888-2623

FAX NO.: 305-463-8369

CELLULAR PHONE/PAGER NO.: Ron Zeigler, 772-342-1872

DUNS #: 004134623

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER:

E-MAIL ADDRESS: cathieg@allieduniversal.com

DISADVANTAGED BUSINESS ENTERPRISE (DBE):        Yes   X   No   X



**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS  
FOR  
SODIUM HYPOCHLORITE SOLUTION FOR  
UTILITIES WASTEWATER AND WATER PLANTS**

**SCOPE**

The purpose of this quotation is to solicit prospective bidders to furnish and deliver Sodium Hypochlorite Solution on an annual basis for use at Lee County Utilities.

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

**TERM OF AWARD**

If awarded, the terms of this solicitation shall be in effect for one year or until new bids are taken and awarded. The County reserves the right to renew this bid (or any portion thereof) and to negotiate lower pricing as a condition for each renewal, for up to four additional one-year periods, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions.

**BASIS OF AWARD**

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

The basis of award for this bid will be the low bidder meeting specifications either by Section or overall whichever is in the best interest of Lee County.

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

**DELIVERY REQUIREMENTS**

Bids 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 bid.

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).

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

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.

Vendor shall make "normal" deliveries within three calendar (i.e. not working days) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent Lee County Utilities from running out of Sodium Hypochlorite in less than 24 hours. Lee County Utilities shall endeavor to minimize the number of "emergency" deliveries.

#### DELIVERY BAG FILTER ON TANK FILL LINES.

Vendor to supply and change the bag filter as needed at each facility as they become plugged up. All the delivery locations have a bag filter, Hayward Filter # FLT-2202 and filter bag No. 2 (7" times 32"). The cost for these bags will be part of the overall cost per gallon of sodium hypochlorite.

#### NATIONAL RESPONSE CENTER

The bidder is responsible for keeping the county informed on 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 and throughout the duration of the contract.

The bidder is also responsible for keeping the county informed 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 and throughout the duration of the contract.

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) should apply to the subcontractor as well.

#### MINIMUM ORDER QUANTITIES

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

#### PRICE ESCALATION/DESCALATION

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 Procurement. Lee County shall have the right to grant the price increase, or re-bid, at the County's sole discretion. Should prices decrease, the same procedure shall apply.

#### MAJOR BREAKDOWNS/NATURAL DISASTERS

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

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

#### DESIGNATED CONTACT

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

#### SUB-CONTRACTORS

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

#### AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

#### LOCAL BIDDER'S PREFERENCE

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

The Lee County Local Bidder's Preference Ordinance No. 08-26 is being included as part of the award process for this project. As such, Lee County at its sole discretion, may choose to award a preference to any qualified "Local Contractor/Vendor" in an amount not to exceed 3 % of the total amount quoted by that firm.

"Local Contractor / Vendor" shall mean: a) any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee/Collier County, Florida; or b) any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive three (3) years, and that has the personnel, equipment and materials located within the boundaries of Lee/Collier County sufficient to constitute a present ability to perform the service or provide the goods.

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

#### AGREEMENTS/CONTRACTS

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



### REQUIRED SUBMITTALS

Bidders should provide in their bid package:

- A product data sheet as written proof of conformance as required in technical specifications
- Current Materials Safety Data Sheets (MSDS)
- Primary contact number and name and 24/7 emergency number
- Affidavit of compliance with NSF-60 and AWWA B300-10 (or most current standards at the time of the bid)
- Written proof of approval by the National Sanitation Foundation as applicable
- Third party laboratory analysis of sodium hypochlorite sample

Third party laboratory analysis of sodium hypochlorite sample should be submitted to the County prior to the bid date. The sample analysis will be sent to the Lee County Procurement Management located at 1825 Hendry St. 3<sup>rd</sup> floor Fort Myers, FL 33901.

Bidders shall submit for analysis a 1500 ml "chilled" sample of their product representative of their manufacturing process to any State lab that can provide the required testing. The laboratory shall ascertain whether the Bidder's product is in compliance with this specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate and suspended solids (based on Filter Test Time). The cost of the analysis shall be borne by Bidder. Failure to submit a sample analysis or meet the requirements of the specification may result in the Bidder being disqualified from bidding on this product.

Sampling and testing shall be in accordance with EPA and AWWA B300-10 (or most current standards at the time of the bid) and in accordance with the documents titled. "The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, and Sodium Chlorate in Liquid Bleach" and "Suspended Solids Quality Test for Bleach Using Vacuum Filtration", distributed by Powell Fabrication and Manufacturing, Inc. and available at <http://www.powellfab.com>.

The bidder should 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 should 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.

### ADDITIONAL REQUIREMENTS

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

**TECHNICAL SPECIFICATIONS**  
**for**  
**SODIUM HYPOCHLORITE SOLUTION FOR**  
**UTILITIES WASTEWATER AND WATER PLANTS**

**A. Description**

Furnish liquid sodium hypochlorite (Minimum 12.5 Trade Percent Available Chlorine) FOB destination in accordance with the American Water Works Association (AWWA's) Standard B-300-10 (or the latest revision available at the time of bid) for hypochlorite, except as modified or supplemented herein.

**B. Physical Properties**

- a. Tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects. It is the responsibility of the vendor to inform Lee County that NSF certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient ground for immediate termination of the contract.
- b. Minimum of 120 Grams per Liter (GPL) available chlorine equivalent
- c. Gallons required to obtain 1 lb of chlorine: .96 – 1.0 gallon
- d. Product shall be a clear straw colored liquid with no visible cloudiness, impurities or sediment
- e. Minimum of 0.1 percent by weight sodium hydroxide and a maximum of 0.5 weight percent sodium hydroxide.
- f. Iron content: <0.3 mg/L
- g. Copper content: <0.03 mg/L
- h. Nickel content: <0.03 mg/L
- i. Chlorate content: <2,000 mg/L
- j. Bromate content: < 20 mg/L
- k. Perchlorate content: <10 mg/L
- l. Suspended solids shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml when applying the "Suspended Solids Quality Test for Bleach Using the Vacuum Filtration" Method developed by Novatek.

**C. Packaging – Bulk delivery, gallons**

- a. Packaging shall conform to all applicable federal and state standards
- b. The vendor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties.
- c. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. Lee County reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.
- d. The tanks or trailers shall be clean and free of residue that may contaminate the vendor's product or impede the unloading process. It is the vendor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the vendor and shall be clean and free from contaminating material. Lee County may reject a

load if the equipment is not properly cleaned. The vendor shall furnish Lee County an approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The vendor shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. If the spill is not cleaned up, Lee County will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the vendor and deducted from the amount due to the vendor. If Lee County's unloading equipment such a pipe, valves or level indication and alarms should fail and the spillage is not the fault of the vendor or it's subcontractor, the vendor shall be relieved of cleanup of the spill.

**D. DELIVERY LOCATIONS**

**Section 1 - Tanker Truck Deliveries**

<b>Delivery Locations</b>	<b>Contact Information</b>	<b>Delivery Amounts/Requirements</b>
Corkscrew WTP 16101 Alico Road Ft. Myers, FL 33913	Phone number: 239-267-8228 Fax number: 239-267-8268 Contact person: Todd Cichy	Min/max 1,000 – 5,000 gals per delivery 20' 2 inch hose is required
Green Meadows WTP 16001 Airport Haul Road Ft. Myers, FL 33913	Phone number: 239-267-1151 Fax number: 239-267-7105 Contact person: Val Sikora	Min/max 1,000 – 5,000 gals per delivery 20' 2 inch hose is required
North RO WTP 18250 Durrance Road N. Ft. Myers, FL 33902	Phone number: 239-567-2181 Fax number: 239-567-2184 Contact person: Richard Hawes	Min/max 1,000 – 5,000 gals per delivery 20' 2 inch hose is required
Olga WTP 1450 Werner Drive Alva, FL 33920	Phone number: 239-694-4038 Fax number: 239-694-2370 Contact person: Cadd Balogh	Min/max 1,000 – 5,000 gals per delivery 20' 2 inch hose is required
Pinewoods WTP 11950 Corkscrew Road Estero, FL 33928	Phone number: 239-992-1319 Fax number: 239-992-5875 Contact person: Damon Hardy	Min/max 1,500 – 5,0500 gals per delivery 20' 2 inch hose is required
Waterway Estates WTP 4271 St. Clair Avenue N. Ft. Myers, FL 33903	Phone number: 239-995-1861 Fax number: 239-995-0098 Contact person: Gary Waters	Min/max 1,000 – 1,800 gals per delivery 20' 2 inch hose is required



Fiesta Village WWTP 1366 San Souci Drive Ft. Myers, FL 33919	Phone number: 239-481-1953 Fax number: 239-466-0515 Contact person: Darryl Parker	Min/max 5,000 gals per delivery 30' 2 inch hose is required
Fort Myers Beach WWTP 17155 Pine Ridge Road Ft. Myers, FL 33908	Phone number: 239-466-8039 Fax number: 239-466-3952 Contact person: Ben Wright	Min/max 5,000 gals per delivery 35' 2 inch hose is required
Gateway WWTP 13240 Griffin Drive Ft. Myers, FL 33913	Phone number: 239-768-3392 Fax number: 239-768-5712 Contact person: Ed Neefe	Min/max 5,000 gals per delivery 20' 2 inch hose is required
Pine Island WWTP 6928 Stringfellow Rd. St. James City Fl. 33956	Phone number: 239-282-0025 Fax number: 239-282-0026 Contact person: Mario Curiel	Min/max 500 – 700 gals per delivery 20' 2 inch hose required
San Carlos WWTP 18078 Cypress Point Rd. Ft. Myers 33912	Phone number: 239-432-9492 Fax number: 239-482-7422 Contact person: Kris Fuzi	Min/max 500 – 650 gals per delivery 20' 2 inch hose required
Three Oaks WWTP 18521 Three Oaks Pkwy. Ft. Myers Fl. 33967	Phone number: 239-267-0387 Fax number: 239-267-4515 Contact person: Jerry Johnson	Min/max 5,000 gals per delivery 20' 2 inch hose is required

## Section 2 - Small Truck Deliveries

Delivery Locations	Contact Information	Delivery Amounts/Requirements
High Point WWTP 9001 Sedgfield Road N. Ft. Myers, FL 33917	Phone number: 239-768-3392 Fax number: 239-768-5712 Contact person: Ed Neefe	Min/max 150 – 250 gals per delivery 40' 2 inch hose
Lift Station 2291 11981 Kelly Cove Dr. Ft. Myers/Iona Fl. 33908	Phone number: 239-693-2992-213 Fax number: 239-693-6453 Contact person: Rich Simms	Min/max 1,000 – 5,000 gals per delivery 30' 2 inch hose is required

**E. Estimated Annual Usage**

Total Estimated Annual Usage – Approximately 1,400,000 gallons

Section 1 – Tanker Truck Deliveries – Approximately 1,390,000 gallons per year

Section 2 – Small Truck Deliveries – Approximately 10,000 gallons per year

Sodium Hypochlorite consumption at each location is an estimate only and the Purchaser shall not be bound by these amounts.

**F. Delivery Time**

Shipments will be FOB destination. Bulk deliveries shall be received based on individual plant's preference, which can be up to 24 hours per day, Monday through Sunday, within 3 calendar days after verbal receipt of order from Lee County. Highpoint WWTP and Lift Station 2291, deliveries are by appointment only, Monday through Friday, between the hours of 8:00 AM and 4:00 PM, within three (3) working days after verbal receipt of order from Lee County.

**G. Training Sessions**

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

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

**H. Quality Testing**

At the sole discretion of the Lee County, the vendor's delivery personnel (driver) may be asked to collect a sample of hypochlorite before the shipment is unloaded. In this case, Lee County will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to Lee County. The sample shall be considered representative of the lot.

Lee County reserves the right to subject samples of the hypochlorite to quick analyses to ensure that it meets the basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by Lee County that fails to comply with the specifications shall constitute grounds for rejection of that lot. No payment shall be made for hypochlorite that is rejected. The vendor or its subcontractors shall allow 45 minutes for this testing to be completed. If testing cannot be completed within the 45 minute period, Lee County shall allow the vendor to unload the shipment.

Lee County reserves the right to subject samples of the hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-10 specifications (or most current standards at the time of the bid) and the supplemental specifications included with this document.

Repeat failures to comply with these specifications shall constitute grounds for cancellation of the contract between Lee County and the vendor.

A certified report from the manufacturer shall be submitted for each sodium hypochlorite delivery to Lee County. The report shall contain the following data:

- Date and Time of Manufacture
- Percent by Weight (Sodium Hypochlorite and excess Sodium Hydroxide)
- Specific Gravity (Referenced to a temperature)
- Suspended Solids Test Time

No deliveries will be accepted by Lee County unless accompanied by said certified laboratory report for the specific batch of sodium hypochlorite delivered showing the above data and it conforms to the required specifications.



## Major Insurance Requirements

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

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

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 personal and advertising injury

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

\$1,000,000 combined single limit (CSL)

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

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

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

**Verification of Coverage:**

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

**Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902**
  - b. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.***
  - c. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

**Special Requirements:**

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

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

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

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

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

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

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

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

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

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LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

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

Yes \_\_\_\_\_

No \_\_\_\_\_

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

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**LEE COUNTY**  
**SOUTHWEST FLORIDA**

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

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

☐

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

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

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

(Print or Type Name)

\_\_\_\_\_ as identification.

(Type of Identification and Number)

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

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

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

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

AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS

SOLICITATION NO: B-130488 PROJECT NAME: Sodium Hypochlorite

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

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

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

Company Name: Allied Universal Corporation  
Catherine Guillarmod Executive Administrator 07-02-13  
 Signature Title Date

STATE OF FLORIDA  
 COUNTY OF DADE

The foregoing instrument was signed and acknowledged before me this 2 day of July 20 13, by Catherine Guillarmod who has produced

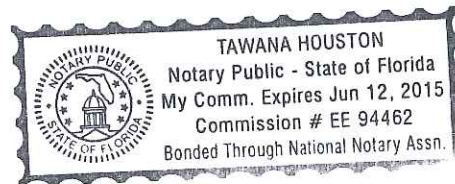
(Print or Type Name)

personally known as identification.

(Type of Identification and Number)

Tawana Houston  
 Notary Public Signature

Tawana Houston  
 Printed Name of Notary Public



Notary Commission Number/Expiration

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



**DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

**NOTE:** This form must be signed by the person who will sign, or has signed the Proposal/Quote Form. This form will become part of the contract documents.

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ \_\_\_\_\_ MINORITY/ \_\_\_\_\_ WOMEN/ \_\_\_\_\_  
(Check appropriate designation)

DESCRIPTION OF WORK: \_\_\_\_\_

SUBCONTRACTOR'S NAME: \_\_\_\_\_

EST. DOLLAR VALE OF PROPOSED WORK: \_\_\_\_\_

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ \_\_\_\_\_ MINORITY/ \_\_\_\_\_ WOMEN/ \_\_\_\_\_  
(Check appropriate designation)

DESCRIPTION OF WORK: \_\_\_\_\_

SUBCONTRACTOR'S NAME: \_\_\_\_\_

EST. DOLLAR VALE OF PROPOSED WORK: \_\_\_\_\_

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ \_\_\_\_\_ MINORITY/ \_\_\_\_\_ WOMEN/ \_\_\_\_\_  
(Check appropriate designation)

DESCRIPTION OF WORK: \_\_\_\_\_

SUBCONTRACTOR'S NAME: \_\_\_\_\_

EST. DOLLAR VALE OF PROPOSED WORK: \_\_\_\_\_

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ \_\_\_\_\_ MINORITY/ \_\_\_\_\_ WOMEN/ \_\_\_\_\_  
(Check appropriate designation)

DESCRIPTION OF WORK: \_\_\_\_\_

SUBCONTRACTOR'S NAME: \_\_\_\_\_

EST. DOLLAR VALE OF PROPOSED WORK: \_\_\_\_\_

TOTAL VALE OF ALL DBE/MINORITY/WOMEN SUBCONTRACT WORK: \$ \_\_\_\_\_

ESTIMATED TOTAL PERCENT (%) TO BE UTILIZIED: \_\_\_\_\_ %

\_\_\_\_\_  
CONTRACTOR NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

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


MAILING ADDRESS	PHYSICAL ADDRESS
Lee County Procurement Mgmt.	Lee County Procurement Mgmt.
P.O. Box 398 or	1825 Hendry St 3 <sup>rd</sup> Floor
Ft. Myers, FL 33902-0398	Ft. Myers, FL 33901
- ☒ 18. The mailing envelope **MUST** be sealed and marked with:  
 Solicitation Number \_\_\_\_\_  
 Opening Date and/or Receiving Date \_\_\_\_\_
- ☒ 19. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)
- \_\_\_\_ 20. If submitting a "NO BID" please write Solicitation 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: \_\_\_\_\_



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

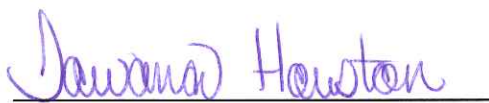
## AFFIDAVIT

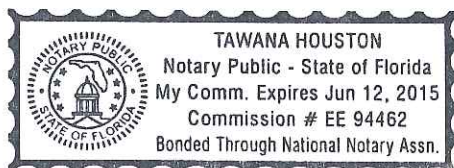
This is to certify that as required, all Sodium Hypochlorite to be furnished to Lee County will comply with the ANSI AWWA standards B300-10, NSF 60 Standard or as may be amended.

  
Catherine Guillarmod  
Executive Administrator

Subscribed and sworn to before me  
this 1st day of July 2013

Notary Public of the State of Florida.

  
Notary Public



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

February 2013

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

City of Stuart (September 2010)

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

### City of Stuart Chain of Events

After Allied Universal was awarded this bid in September 2009, many orders were placed and delivered with no problems.

The requirements of the bid were for full tanker loads of 5,000 gallons but the city of Stuart was only taking 3,000 gallons or less. When Allied reviewed this issue with the city, all the problems with our product started to happen.

Jim Parks, from the City of Stuart, started advising his superiors that our product was clogging his filter. After reviewing the unloading, Allied was able to demonstrate that the City of Stuart was using the wrong filter.

After the right filters were used, the problem went away.

The City of Stuart renewed their contract with Allied on August 25<sup>th</sup>, 2010 but on the first delivery, under the renewed contract on September the 10<sup>th</sup>, they claim having received a load that clogged their filter. They never called to advise any one at Allied of the problem.

On September 9<sup>th</sup> Mr. Parks told the dispatcher to send another load on the 23 of September, but on the night of the 22<sup>nd</sup>, Mr. Parks left a voice message to cancel the delivery since they had switch the business to Odyssey.

If Allied was not performing, why was the bid renewed on August 25<sup>th</sup> 2010?  
If in fact they had a problem on the load September 10<sup>th</sup> why, not call and advise us?

Allied feels that there are other reasons involved that we're not aware of them to make this hasty decision



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### Allied Universal Corporation

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Catherine Guillarmod  
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## NATIONAL RESPONSE CENTER NOTIFICATIONS FOR PREVIOUS FIVE YEARS FOR SIX U.S. OPEARTING PLANTS AND ONE U.S. TERMINAL

DATE	LOCATION	RQ	DESCRIPTION
07/21/2008	Public Road Georgia	NO	Sodium Hypochlorite cargo tanker, operated by Transportation Services Unlimited Inc., relief valve failed while transporting Allied sodium hypochlorite product. Sodium hypochlorite released to the road. Notification made to NRC for precautionary reasons.
08/07/2008	Public Road Mississippi	NO	Tractor trailer, operated by Transportation Services Unlimited Inc., motor vehicle accident, diesel fuel released to the road. Notification made to NRC for precautionary reasons.
08/20/2008	Facility Ft. Pierce, FL	NO	Tropical Storm Fay caused significant rainfall and windy conditions at the Allied facility. Inclement weather conditions resulted in a hydrochloric acid tank failure due to tank movement/containment breach. Notification made to NRC for precautionary reasons.
12/27/2008	Public Area Tampa, FL	NO	Possible ethylene glycol (antifreeze) spill near storm drain, unknown person made notification to NRC in reference to seeing what was thought to be antifreeze near a storm drain. Company name provided was Chemical Formulators Inc.
02/13/2009	Public Road Georgia	YES	Sodium Hydroxide cargo tanker, operated by Transportation Services Unlimited Inc., motor vehicle accident. Operator lost control of tractor-cargo tanker during normal driving conditions, tractor-cargo tanker flipped/rolled causing the cargo tanker to fail. Allied's sodium hydroxide product released to the ground/water from the cargo tanker.
07/08/2009	Facility Ranger, GA	YES	Sodium Hydroxide railcar unloading hose/coupling failure at the Allied facility during the unloading of the sodium hydroxide railcar.
09/27/2009	Facility Ranger, GA	NO	Unknown person reported to the NRC an odor in the area of the Allied Universal Corporation Ranger, GA facility. No odor. No release of any chemical found.
08/02/2010	Retail Store Florida	YES	Retail store sodium hypochlorite aboveground storage tank valve/hose for loading storage tank w/sodium hypochlorite failed. Retail store customer reported Allied Universal Corporation as the owner/operator instead of themselves.
03/16/2011	Chemical Distributor Tennessee	YES	Sodium Hypochlorite cargo tanker, operated by Transportation Services Unlimited Inc., catastrophic unloading hose failure The hose cracked/split, while delivering Allied sodium hypochlorite product at a customer chemical distribution facility.
08/11/2011	Facility Medley, FL	NO	Allied operator error while blowing down chlorine pipelines/hoses at the Allied facility. Local fire department notified and fire department representative, not Allied, incorrectly notified the NRC.
12/01/2011	WTP Florida	NO	WTP operator directed cargo tanker, operated by Transportation Services Unlimited Inc., delivery of Allied's sodium hypochlorite product to the wrong aboveground storage tank resulting in the accidental mixing of sodium hypochlorite with acid (and a release of an unknown quantity of acid gas from the WTP's tank). WTP customer reported Allied as the owner/operator instead of themselves. Transportation Service Unlimited made notification to NRC do to hospitalization of its employee, as required by US DOT regulations.

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7160 Philips Highway  
Jacksonville, FL 32256  
904-438-4976

06/25/12	Wellmen – Mobile Solvent Bay St Louis, MS	NO	Driver failed to depressurize his tanker before leaving the plant. When he arrived at the Mobile Solvent location it was noticed that bleach was dripping down the side of the tanker.
10/16/12	Westland Pools	YES NO	Luli Pools which is part of Westland Pools had a spill caused from leaking plumbing. The pipes were broken when vandals broke into the store. Originally NRC was notified and Allied Universal Corporation was listed as the responsible party under NRC # 1027414. However, Allied Vice President of Operations contacted the NRC regarding the error, NRC amending the report using NRC # 1027436 to show Luli Pools as the responsible party.



# EMERGENCY CONTACT NUMBERS

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### EMERGENCY CONTACTS (OTHER PHONE NUMBERS):

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 WORK (772) 464-7001, CELL (772) 342-1872  
 WORK (706) 334-7377, x.203, CELL (423) 367-0125  
 WORK (912) 267-9470, x.127, CELL (912) 571 0704

### US TSA's TRANSPORTATION SECURITY COORDINATION CENTER:

(703) 563-3236 OR 3237

## BRANCHES:

	HOME OR CELL PHONE NO.
<b>MIAMI, FL (305) 888-2623</b>	
JAMIE JOHNSON	CELL # (305) 216-4612
LEO DELEON	CELL # (305) 310-0762
JOE ISLA	CELL # (305) 525-1917
<b>FT. PIERCE, FL (772) 464-6195</b>	
EVELIO TORRES	CELL # (772) 201-5960
TOM STRICKLAND	CELL # (772) 919-7023
<b>TAMPA, FL (813) 832-4868</b>	
KEN COLE	CELL # (813) 210-2327
VAL BOLBIRER	CELL # (917) 709-4363
KAREN GARILLI	CELL # (813) 966-3635
<b>JACKSONVILLE, FL (904) 438-4976</b>	
DAVID SCHULTZ	CELL # (912) 222-9487
<b>BRUNSWICK, GA (912) 267-9470</b>	
RANDY BUNKLEY	CELL # (912) 571-1697
MIKE LEBEN	CELL # (772) 528-5436 CELL # (912)
<b>RANGER, GA (706) 334-7377</b>	
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06/24/2013





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# AQUA GUARD CHLORINATING SANITIZER

## TECHNICAL SALES SPECIFICATION FOR 10.5% WT AVAILABLE CHLORINE SODIUM HYPOCHLORITE SOLUTION

<b>CONCENTRATION (LABELED)</b>	10.5% minimum <u>by weight</u> (12.3% Vol) as stated by the U.S. EPA Pesticide Registration
<b>CONCENTRATION (DELIVERED)</b>	11.0% (13.0% Vol) preferred, 10.5% (12.3% Vol) to 11.5% (13.7% Vol) acceptable as measured by a sodium thiosulfate titration with starch indicator resulting in an available chlorine reading <u>by weight</u> .
<b>CONCENTRATION (MINIMUM)</b>	9.50% <u>By weight</u> (11.0% Vol) available chlorine within 30 days of delivery.
<b>GUARANTEED STRENGTH</b>	The manufacturer shall guarantee their chlorine strength to be above 9.50% <u>by weight</u> (11.0% Vol) for thirty full days or it will be replaced immediately at no charge to the customer.
<b>FILTRATION</b>	Submicron filtration
<b>MANUFACTURING TEMPERATURE</b>	Temperature during bleach manufacturing not to exceed 95°F(35°C).
<b>EXCESS CAUSTIC</b>	Desired range 0.2% WT - 0.4% WT. Excess alkalinity levels below 0.2%, causes a severe stability problem with bleach, especially during the hot summer months.
<b>IRON (Fe)</b>	Typically less than .10 ppm or less as a result of filtration.
<b>NICKEL (Ni)</b>	.01 ppm or less.
<b>COPPER</b>	.015 ppm or less.
<b>BROMATES</b>	Complies with US Environmental Protection Agency and National Sanitation Foundation (NSF) requirements.
<b><u>APPROVALS</u></b>	Certified to ANSI/NSF Standard 60. Maximum use in potable water is 100 mg/L. AWWA Standard B300-2004 approval. NSF (former USDA) approved uses include Standard 3D, B-1, B-2, D-1, D-2, GX, G-7 and Q-4.

AGCSSPEC-5/06

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870-732-3107

# NovaChem

Laboratories, Inc

Date: 25 June 2013

Call for results over the phone  
513-523-3605

## Sample Analysis Results Allied Universal Bid Sample Received 19 June 2013

Parameter	Bleach Rec'd 6/19/2013	
Wt% NaOCl	11.63	
Wt% Available Chlorine	11.08	
GPL Available Chlorine	129	
Trade %	12.9	
Wt% NaOH	0.310	
Calculated pH	13.0	
Wt% Na <sub>2</sub> CO <sub>3</sub>	0.145	
Specific Gravity, g/mL	1.1680	
Filter Test (940 mL)	0 min 47 sec (Millipore 0.8 µM, type AWWP)	
Bromate ion, mg/L	7	DL = 5 mg/L
Chlorate ion, mg/L	914	DL = 100 mg/L
Perchlorate ion, mg/L	<10	DL = 10 mg/L
Iron, mg/L	0.18	DL = 0.02 mg/L
Copper, mg/L	<0.02	DL = 0.02 mg/L
Nickel, mg/L	<0.02	DL = 0.02 mg/L

Signature: *B. P. Bubnis*

B. P. BUBNIS

Date: 25 June 2013

5172 College Corner Pike, P.O. Box 638, Oxford, Ohio 45056  
Tel: 513-523-3605, FAX: 513-523-4025  
www.novachemlabs.com  
E-Mail: bbubnis@novachemlabs.com

Allied Universal Corp

#B-130488

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DA

{missed this side}  
{opened by mistake}

P.O. Box 398, Fort Myers, Flor  
Internet address hti  
AN EQUAL OPPORTUNITY A

NO PROJECT INFORMATION  
MARKED ON ENVELOPE.

ALLIED UNIVERSAL CORP.

sf

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3901 NW 115 Avenue  
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## AFFIDAVIT

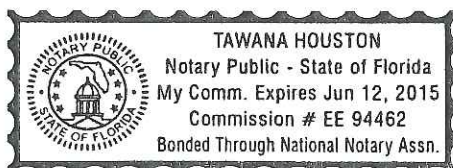
This is to certify that as required, all Sodium Hypochlorite to be furnished to Lee County will comply with the ANSI AWWA standards B300-10, NSF 60 Standard or as may be amended.

  
Catherine Guillardmod  
Executive Administrator

Subscribed and sworn to before me  
this 1st day of July 2013

Notary Public of the State of Florida.

  
Notary Public



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February 2013

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

City of Stuart (September 2010)

Catherine Guillarmod  
Executive Administrator

/cg

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### City of Stuart Chain of Events

After Allied Universal was awarded this bid in September 2009, many orders were placed and delivered with no problems.

The requirements of the bid were for full tanker loads of 5,000 gallons but the city of Stuart was only taking 3,000 gallons or less. When Allied reviewed this issue with the city, all the problems with our product started to happen.

Jim Parks, from the City of Stuart, started advising his superiors that our product was clogging his filter. After reviewing the unloading, Allied was able to demonstrate that the City of Stuart was using the wrong filter.

After the right filters were used, the problem went away.

The City of Stuart renewed their contract with Allied on August 25<sup>th</sup>, 2010 but on the first delivery, under the renewed contract on September the 10<sup>th</sup>, they claim having received a load that clogged their filter. They never called to advise any one at Allied of the problem.

On September 9<sup>th</sup> Mr. Parks told the dispatcher to send another load on the 23 of September, but on the night of the 22<sup>nd</sup> Mr. Parks left a voice message to cancel the delivery since they had switch the business to Odyssey.

If Allied was not performing, why was the bid renewed on August 25<sup>th</sup> 2010?

If in fact they had a problem on the load September 10<sup>th</sup> why, not call and advise us?

Allied feels that there are other reasons involved that we're not aware of them to make this hasty decision



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SODIUM HYPOCHLORITE SOLUTION

<b>CONCENTRATION (LABELED)</b>	10.5% minimum <u>by weight</u> (12.3% Vol) as stated by the U.S. EPA Pesticide Registration
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<b>CONCENTRATION (MINIMUM)</b>	9.50% <u>By weight</u> (11.0% Vol) available chlorine within 30 days of delivery.
<b>GUARANTEED STRENGTH</b>	The manufacturer shall guarantee their chlorine strength to be above 9.50% <u>by weight</u> (11.0% Vol) for thirty full days or it will be replaced immediately at no charge to the customer.
<b>FILTRATION</b>	Submicron filtration
<b>MANUFACTURING TEMPERATURE</b>	Temperature during bleach manufacturing not to exceed 95°F(35°C).
<b>EXCESS CAUSTIC</b>	Desired range 0.2% WT - 0.4% WT. Excess alkalinity levels below 0.2%, causes a severe stability problem with bleach, especially during the hot summer months.
<b>IRON (Fe)</b>	Typically less than .10 ppm or less as a result of filtration.
<b>NICKEL (Ni)</b>	.01 ppm or less.
<b>COPPER</b>	.015 ppm or less.
<b>BROMATES</b>	Complies with US Environmental Protection Agency and National Sanitation Foundation (NSF) requirements.
<b><u>APPROVALS</u></b>	Certified to ANSI/NSF Standard 60. Maximum use in potable water is 100 mg/L. AWWA Standard B300-2004 approval. NSF (former USDA) approved uses include Standard 3D, B-1, B-2, D-1, D-2, GX, G-7 and Q-4.

AGCSSPEC-5/06

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 93<sup>rd</sup> Street  
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



# NovaChem

Laboratories, Inc

Date: 25 June 2013

Call for results over the phone  
513-523-3605

## Sample Analysis Results Allied Universal Bid Sample Received 19 June 2013

<u>Parameter</u>	<u>Bleach Rec'd</u> <u>6/19/2013</u>	
Wt% NaOCl	11.63	
Wt% Available Chlorine	11.08	
GPL Available Chlorine	129	
Trade %	12.9	
Wt% NaOH	0.310	
Calculated pH	13.0	
Wt% Na <sub>2</sub> CO <sub>3</sub>	0.145	
Specific Gravity, g/mL	1.1680	
Filter Test (940 mL)	0 min 47 sec (Millipore 0.8 uM, type AWWP)	
Bromate ion, mg/L	7	DL = 5 mg/L
Chlorate ion, mg/L	914	DL = 100 mg/L
Perchlorate ion, mg/L	<10	DL = 10 mg/L
Iron, mg/L	0.18	DL = 0.02 mg/L
Copper, mg/L	<0.02	DL = 0.02 mg/L
Nickel, mg/L	<0.02	DL = 0.02 mg/L

Signature: *B. P. Bubnis*

B. P. BUBNIS

Date: 25 June 2013

5172 College Corner Pike, P.O. Box 638, Oxford, Ohio 45056  
Tel: 513-523-3605, FAX: 513-523-4025  
www.novachemlabs.com  
E-Mail: bbubnis@novachemlabs.com



# ALLIED UNIVERSAL CORPORATION

Headquarters: 3901 NW 115<sup>th</sup> Avenue, Miami, Florida 33178 Phone: (305) 888 - 2623

## MATERIAL SAFETY DATA SHEET

May be used to comply with OSHA's Hazard Communication Standard, 29 CFR § 1910.1200.

TODAY'S DATE: 06/18/10

MSDS NUMBER: 0001

24HR EMERGENCY CHEMICAL SPILL/RELEASE PHONE NUMBER: **CHEMTREC 1-800-424-9300**

### SECTION 1 CHEMICAL PRODUCT/COMPANY IDENTIFICATION

## Sodium Hypochlorite

**Product Names:** Aqua Guard Chlorinating Sanitizer, Aqua Guard Bleach, Liquid Chlorine Solution, Liquid Bleach, Hypochlorite, Hypo, Sodium Hypochlorite and Chlorine Bleach.

**Listed Strengths:** 10.5%, 12.5% and 15%

**CAS Number:** 7681-52-9

**Date MSDS Revised:** May 2010 (previous revision 11/08)

**Product Use:** swimming pool chlorinator, water treatment chemical, hard surface cleaner and other disinfectant and sanitizer uses, see product label for all approved uses & instructions

**NSF Approval:** Yes. Certified to NSF/ANSI Standard 60. Maximum use in Potable Water is 84 mg/L for 12.5% bleach and 100 mg/L for 10.5% bleach.

**NSF Non-Food Compounds Approval:** Yes

### SECTION 2 HAZARD INGREDIENTS/IDENTITY INFORMATION

**Hazardous Ingredient(s):** % (w/w) as Sodium Hypochlorite : 10.5-15%

**Exposure Standards:** None established for Sodium Hypochlorite, as Chlorine exposure standards are:

**PEL (OSHA):** 1 ppm as Cl<sub>2</sub>

**STEL (OSHA):** 3 ppm as Cl<sub>2</sub>

**TLV (ACGIH):** 0.5 ppm as Cl<sub>2</sub>

**TWA (ACGIH):** 0.5 ppm as Cl<sub>2</sub>

**WEEL (AIHA):** 2 mg/m<sup>3</sup>, 15 minute TWA as Cl<sub>2</sub>

**STEL (ACGIH):** 1 ppm as Cl<sub>2</sub>

**Emergency Overview:** Causes serious eye damage. Causes burns to the skin and damage to the respiratory system. Do not breathe mist, vapors, or spray. Wash thoroughly after handling with soap and water. Wear appropriate personal protective equipment.

### SECTION 3 PHYSICAL/CHEMICAL CHARACTERISTICS

<b>Alternate Name(s):</b>	Bleach
<b>Chemical Name:</b>	Sodium Hypochlorite
<b>Molecular Formula:</b>	Na-O-Cl
<b>Form:</b>	Liquid
<b>Appearance:</b>	Water clear to a slight greenish-yellow, or light yellow aqueous solution
<b>Odor:</b>	Characteristic bleach odor
<b>pH:</b>	11-14, dependent upon % weight as Sodium Hypochlorite
<b>Vapor Pressure:</b>	Not available
<b>Vapor Density (Air=1):</b>	Not available
<b>Boiling Point:</b>	Approximately 230° F (110° C)
<b>Freezing Point:</b>	14 F (8% w/w Cl <sub>2</sub> solution), 7 F (10% w/w Cl <sub>2</sub> solution), -3 F (12% w/w Cl <sub>2</sub> solution)
<b>Solubility (Water):</b>	Completely miscible
<b>Density:</b>	9.69 lbs – 10.43 lbs per gallon, dependent upon % weight of Sodium Hypochlorite
<b>Evaporation Rate:</b>	Not Available
<b>Specific Gravity:</b>	1.16 – 1.25, dependent upon % weight of Sodium Hypochlorite
<b>Molecular Weight:</b>	74.5 g/mol

### SECTION 4 STABILITY & REACTIVITY DATA

<b>Chemical Stability</b>	<b>Stable</b> <u>  X  </u>	<b>Unstable</b> <u>      </u>
<b>Incompatibility (Conditions to Avoid):</b> Stability decreases with heat and light exposure.		
<b>Incompatibility (Materials to Avoid):</b> May react violently with strong acids. Other incompatibles include strong caustics, ammonia, urea, reducing agents, organics, ether and oxidizable materials. Reaction with metals (nickel, iron, cobalt and copper) may produce oxygen gas, which supports combustion. May react with organohalogen compounds to form spontaneously combustible compounds. May react explosively with nitro- and chloro-organic compounds as well as acids and reducing agents. Acidification liberates chlorine gas.		
<b>Hazardous Decomposition or Byproducts:</b> Chlorine gas. Decomposes with heat (decomposition rate increases as it		



is headed) and reacts with acids. Hazardous gases/vapors produced are hypochlorous acid, chlorine and hydrochloric acid. Composition depends upon temperature and decrease in pH. Additional decomposition products, which depend on pH, temperature and time, are sodium chloride and chlorate, and oxygen.

<b>No Mechanical Shock or Impact</b>	<b>No Static Discharge</b>	<b>Oxidizer: No if &lt; or = 12.5% by weight</b>
<b>Hazardous Polymerization</b>	<b>May Occur</b>	<b>Will Not Occur X</b>

**Note:** Sodium Hypochlorite reacts violently with amines and ammonium salts. Solutions are reactive with common cleaning products such as toilet bowl cleaners, rust removers, vinegar, acids, organics and ammonia products to produce hazardous gases such as chlorine and other chlorinated species.

## SECTION 5 POTENTIAL HEALTH EFFECTS AND FIRST AID INFORMATION

**GENERAL:** May cause immediate pain. Exposure to the skin may cause sensitization or other allergic responses. If the eye is not irrigated immediately after it has been exposed permanent eye damage may occur. Strict adherence to first aid measures following any exposure is essential.

<b>ROUTE(S) OF ENTRY AND POTENTIAL HEALTH EFFECTS</b>	<b>EMERGENCY &amp; FIRST AIDE PROCEDURES</b>
<b>INHALATION:</b> Strong irritating to mucous membranes in the nose, throat and respiratory tract. Prolonged contact can cause chronic irritation, pulmonary edema and central nervous system depression. Repeated inhalation exposure may cause impairment of lung function and permanent lung damage.	If inhaled, move expose person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. If breathing is difficult, have trained person administer oxygen. Call a poison control center or medical physician for further treatment advice. Have the product label or MSDS with you when calling or going for medical treatment.
<b>SKIN CONTACT:</b> Prolonged and repeated exposure to dilute solutions often causes irritation, redness, pain and drying and cracking of the skin. Human evidence has indicated that an ingredient in this product can cause skin sensitization. Depending upon the concentration and how soon after exposure the skin is washed with water, skin contact may cause burns and tissue destruction.	If on skin or clothing, take off all contaminated clothing and rinse skin immediately with plenty of water for 15-20 minutes. If irritation persists, repeat flushing. Do not transport victim unless the recommended irrigation period is completed unless flushing can be continued during transport. Call a poison control center or medical physician for treatment advice. Have the product label or MSDS with you when calling or going for medical treatment.
<b>EYE CONTACT:</b> Strongly irritating to eyes. Exposure to vapor can cause tearing, conjunctivitis and burning of the eyes. Eye contact may cause a corneal injury. The severity of the effects depends on the concentration and how soon after exposure the eyes are washed with water. In severe exposure cases, glaucoma, cataracts and permanent blindness may occur.	If in eyes, hold eye open and rinse slowly and gently with plenty of water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye for 10-15 minutes. Do not transport victim until the recommended flushing period is completed unless irrigation can be continued during transport. Call a poison control center or medical physician for further treatment advice. Have the product label and/or MSDS with you when calling or going to medical treatment.
<b>INGESTION:</b> Corrosive. Can cause severe corrosion of and damage to the gastrointestinal tract (including mouth, throat, and esophagus). Exposure is characterized by nausea, vomiting, abdominal pain, diarrhea, bleeding, and/or tissue ulceration.	If swallowed, call poison control center or medical physician immediately for treatment advice. Have the product label or MSDS with you when calling or going for medical treatment. Have exposed person sip a glass of water if able to swallow, and dilute immediately by giving milk, melted ice cream, starch paste or antacids such as milk of magnesia. Avoid sodium bicarbonate because of carbon dioxide release. DO NOT INDUCE VOMITING, LAVAGE OR ACIDIC ANTIDOTES unless told to do so by poison control center or medical physician. DO NOT give anything by mouth to an unconscious person. If spontaneous vomiting occurs, have victim lean forward with head down to avoid breathing in of vomitus, rinse mouth and administer more water.

**NOTE TO PHYSICIAN(S):** Pre-existing medical conditions may be aggravated by exposures affecting target organs. There are no known chronic effects. Probable mucosal damage may contraindicate the use of gastric lavage. In addition to the alkalinity of this product, the continued generation of chlorine gas after ingestion can damage further the stomach mucous, depending on the amount ingested. Consideration may be given to removal of the product from the stomach, taking care to avoid perforation of esophagus or stomach. An ounce of 1% sodium thiosulfate or milk of magnesia is helpful.

## SECTION 6 TOXICOLOGICAL DATA

**ANIMAL DATA:** Inhale LC50 – no data; Acute Dermal LD50 - 10,000 mg/kg in rabbits; Acute Oral LD50 - 8200 mg/kg in rats

**SUMMARY:** The concentrated solution is corrosive to skin, and a 5% solution is a severe eye irritant. Solutions containing more than 5% available chlorine is classified by DOT corrosive (please see section 10 of this MSDS). Carefully controlled sensitization studies on animals have not resulted in any reproductive positive findings. Standard sensitization patch tests in healthy human volunteers show no potential to induce contact sensitization. In tests using rats and mice, there was no evidence of carcinogenicity.

**CARCINOGENICITY:** None of the components present in this material at concentrations equal to or greater than 0.1% are listed by IARC, NTP, OSHA or ACGIH as carcinogen or potential carcinogen.



**MUTAGENICITY:** Sodium Hypochlorite has tested positive in in-vitro test systems and negative in in-vivo test systems. These results are consistent with other germicides.

## SECTION 7 ECOLOGICAL INFORMATION

The toxicity and corrosivity of this product is a function of concentration and the concentration's pH.

### Freshwater Fish Toxicity:

LC50 clupea harengus 0.033 - 0.097 mg/l/96 hr, flow through bioassay (pH: 8)  
LC50 cymatogaster aggregata 0.045 - 0.098 mg/l/96 hr, flow through bioassay (pH: 8)  
LC50 gasterosteus aculeatus 0.141 - 0.193 mg/l/96 hr, flow through bioassay (pH: 8)  
LC50 oncorhynchus gorboscha 0.023 - 0.052 mg/l/96 hr, flow through bioassay (pH: 8)  
LC50 oncorhynchus kisutch 0.026 - 0.038 mg/l/96 hr, flow through bioassay (pH: 8)  
LC50 parophrys vetulus 0.044 - 0.144 mg/l/96 hr, flow through bioassay (pH: 8)  
LC50 pimephales promelas 0.22 - 0.62 mg/l/96 hr, flow through bioassay (pH: 7)

### Invertebrate Toxicity:

EC50 ceriodaphnia sp. 0.006 mg/l/24 hr  
EC50 daphnia magna 0.07 - 0.7 mg/l/24 hr  
EC50 daphnia magna 2.1mg/l/96 hr  
EC50 gammarus fasciatus 4 mg/l/96 hr  
EC50 nitocra spinipes 40 mg/l/96 hr  
EC50 palaemonetes pugio 52 mg/l/96 hr

### Other Toxicity:

#### Algae:

ErC50 dunaliella sp. 0.6 mg/l/24 hr  
ErC50 dunaliella tertiolecta 0.11 mg/l/24 hr  
ErC50 skeletonema costatum 0.095 mg/l/24 hr

## FATE AND TRANSPORT:

**Biodegradation:** this material is inorganic and not subject to biodegradation.

**Persistence:** this material is believed not to persist in the environment.

**Bioconcentration:** this material is not expected to bioconcentrate in organisms.

**ENVIRONMENTAL EFFECTS:** Do not contaminate domestic or irrigation water supplies, lakes, streams, ponds, or rivers. May be an aesthetic nuisance due to color. Mammals and birds; exposed wildlife would be subject to skin irritation and burns due to the corrosive nature of this material.

## SECTION 8 FIRE AND EXPLOSION HAZARD DATA

<b>Flash Point:</b> This product does not flash		<b>Flammable Limits (Lower):</b> Not Applicable	
<b>Flammable Limits (Upper):</b> Not Applicable		<b>Auto Ignition Temperature:</b> Not Applicable	
<b>Decomposition Temperature:</b> Not Applicable		<b>Rate of Burning:</b> Not Available	
<b>Explosive Power:</b> Not Available	<b>Sensitivity to Mechanical Impact:</b> Not expected to be sensitive to mechanical impact		<b>Sensitivity to Static Discharge:</b> Not expected to be sensitive to static discharge
<b>Fire and Explosion Hazards:</b> This material is non-flammable but is decomposed by heat and light, causing a pressure build-up which could result in an explosion. When heated, it may release chlorine gas or hydrochloric acid. Vigorous reaction with oxidizable or organic materials may result in fire.		<b>Extinguishing Media:</b> Use agents appropriate for surrounding fire. Foam, dry chemical, carbon dioxide, water fog or spray. If leak or spill has not ignited, use water spray to disperse the vapors and to protect persons attempting to stop the leak.	
<b>Fire Fighting Procedures:</b> Water spray should be used to cool containers and may be used to knock down escaping vapor. Remove storage vessels from the fire zone.		<b>Fire Fighting Protective Equipment:</b> Full protective clothing, including a NIOSH approved self-contained breathing apparatus, must be worn in a fire involving this material. Toxic gas vapors are produced upon decomposition.	

## SECTION 9 DISPOSAL CONSIDERATIONS

Treatment, storage, transportation, and disposal must be in accordance with applicable Federal, State, and Local regulations. Do not burn. Do not flush to surface water or sanitary sewer system. If pH of material is equal to or greater than a 12.5, the material becomes a waste, it will meet the RCRA hazardous waste definition, classified D002, corrosive.

## SECTION 10 TRANSPORT INFORMATION

**U.S. DOT Shipping Name:** Hypochlorite Solutions (Sodium Hypochlorite)

**U.S. DOT UN Number:** UN1791

**U.S. DOT Hazard Class:** 8

**U.S. DOT Packing Group:** III

**U.S. DOT Marine Pollutant:** No

**U.S. DOT Hazardous Substance:** Yes, RQ 100 pounds (Sodium Hypochlorite)

**U.S. DOT Required Label:** Corrosive (see column 6, 49 CFR §172.101)

**U.S. DOT Packaging Exception:** Yes, if package meets the criteria of a limited quantity or consumer commodity as defined by 49 CFR §171.8, §173.144 and .154, and §172.312 and .316

**N. AMERICAN EMERGENCY GUIDE PAGE NUMBER:** 154



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## SECTION 11 PRECAUTIONS FOR SAFE HANDLING AND STORAGE

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**PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING:** Take all precautions to avoid personal contact. Keep container closed except when transferring material. Locate safety shower and eyewash station close to chemical handling area. Use normal good industrial hygiene and housekeeping practices, wash thoroughly after handling. Store in a cool, dry, well-ventilated area, away from incompatibles (minimum distance of 20-25 feet per NFPA Code 1) and direct sunlight. Keep container properly labeled at all times. Vented containers must be used and must be kept closed when not being used. Long-term storage is impossible without decomposition. Only use containers made from tinted glass, polyethylene & FRP.

**PROCESS HAZARDS:** Not Available

**STORAGE TEMPERATURE:** Store containers below 29°C and above freezing point. Do not expose sealed containers above 40°C. Try to store in the dark at the lowest possible temperature, but keep from freezing, to slow-down decomposition.

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## SECTION 12 EXPOSURE CONTROLS/PERSONAL PROTECTION

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**ENGINEERING CONTROLS:** Full handling precautions should be taken at all times. Provide good room ventilation plus local exhaust at points of emission and low level floor exhaust in immediate handling area. Where engineering controls are not feasible, use adequate local exhaust ventilation wherever mist, spray or vapor may be generated.

**PERSONAL PROTECTIVE EQUIPMENT:**

**Eye:** Use chemical safety goggles when there is potential for contact (splashing), faceshield recommended – ANSI Z87.1

**Skin:** Gloves and protective clothing (apron, boots, and bodysuits) made from butyl-rubber, vinyl, neoprene, Viton, Saranex or PVC. Standard work clothing closed at the neck and wrist while wearing impervious equipment.

**Respiratory (Specify Type):** A NIOSH/MSHA approved air purifying respirator with an acid gas cartridge or canister may be permissible under circumstances where airborne concentrations are expected to exceed exposure limits. Protection provided by air purifying respirators is limited. Use a positive pressure air supplied respirator if there is potential for uncontrolled releases, exposure levels are not known or other circumstances where air purifying respirators may not provide adequate protection.

**Other:** Eyewash, shower station (ANSI Z358.1) must be provided within the immediate (less than 100 feet) work area.

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## SECTION 13 ACCIDENTAL RELEASE MEASURES

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Restrict access to affected area and try to prevent the material from entering drains or water courses. Prevent further leakage or spillage if safe to do so. Ventilate enclosed area. Collect product for recovery or disposal. For release to land, contain discharge by constructing dikes or applying inert absorbent; for release to water, utilize damming and/or water diversion to reduce the spread of contamination; and, for release to air, vapors may be suppressed by the use of a water fog. Collect contaminated soil and water, and absorbent for disposal. Notify applicable government authority if release is reportable or could adversely affect the environment. Please follow all Local, State and Federal Laws for clean-up and disposal of all contaminated material. **Deactivating Chemicals:** Sodium Sulfite, Sodium Thiosulfate and Sodium Bisulfite.

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## SECTION 14 REGULATORY INFORMATION

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**OSHA CLASSIFICATION, 29 CFR §1900-1910:**

**Physical Hazards:** Reactivity

**Health Hazards:** Acute Health Hazard, Corrosive

**CERCLA AND SARA REGULATIONS, 40 CFR §300-373:**

**Reportable Quantity =** 100 lb.

**CERCLA Hazardous Material:** Yes

**SARA Extremely Hazardous Substance:** No

**SARA Toxic Chemical:** No

**CA Prop 65:** Not Listed

**TSCA Inventory Status:** All components are listed or exempt

**TSCA 12(b):** This product is not subject to export notification

**FDA 21 CFR 178.1010:** Yes, Approved as Sanitizer

**NSF Whitebook (former USDA Approval) Listing:** Aqua Guard Chlorinating Sanitizer 10.5% - 3D, B1, B2, D1, D2, G4, G7, GX, Q4, Aqua Guard Bleach 12.5% - 3D, B1, B2, D1, D2, G4, GX, Q4

**EPA "CLEAN AIR ACT":** This product does not contain nor is it manufactured with ozone depleting substances. It is not defined as a Hazardous Air Pollutant per 40 CFR 112.

**EPA Pesticide:** The 10.5% & 12.5% Aqua Guard Chlorinating Sanitizer and Aqua Guard Bleach products are registered with the U.S. EPA as a pesticide, as required under the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA).

**NPCA-HMIS RATING:** HEALTH: 3 FLAMMABILITY: 0 REACTIVITY: 1

**NFPA 704 RATING:** HEALTH: 2 FLAMMABILITY: 0 REACTIVITY: 1 SPECIAL HAZARD: COR

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## SECTION 15 REFERENCES

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Suppliers' Material Safety Data Sheets, EPA Labeling Requirements, Olin and OxyChem Sodium Hypochlorite Handbook, and Chlorine Institute Sodium Hypochlorite Pamphlet #96

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This information contained herein, while not guaranteed, is offered only as a guide to the handling of this specific material and has been prepared in good faith by product knowledgeable personnel. This information is not intended to be all-inclusive as to the manner and conditions of use, handling and storage. Other factors may involve other or additional safety or performance considerations. Though Allied Universal Corporation is happy to respond to questions regarding safe handling of Allied's products, safe handling and use remains the responsibility of the product's consumers and/or customers. No warranty of merchantability or fitness for purpose, or any other kind, express or implied, is made regarding performance, stability or otherwise. Allied Universal Corp. will not be liable for any damages, losses, injuries or consequential damages that may result from the use of or reliance on any information contained herein. No suggestions for use are intended as, and nothing herein shall be construed as a recommendation to infringe any existing patents or violate any federal, state or local laws, rules, regulations or ordinances.





## OFFICIAL LISTING

NSF International Certifies that the products appearing on this Listing conform to the requirements of NSF/ANSI Standard 60 - Drinking Water Treatment Chemicals - Health Effects

This is the Official Listing recorded on February 28, 2013.

**Allied Universal Corporation**  
**3901 Northwest 115th Avenue**  
**Miami, FL 33178**  
**800-981-6700**  
**305-888-2623**

**Facility: Distribution Center - Jacksonville, FL**

Chemical/ Trade Designation	Function	Max Use	
<b>Sodium Hypochlorite</b> [CL]			
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100	mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100	mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100	mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100	mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100	mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100	mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100	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 the finished drinking water to ensure compliance to all applicable regulations.

**Facility: Fort Pierce, FL**

Chemical/ Trade Designation	Function	Max Use	
<b>Sodium Hydroxide</b>			
Sodium Hydroxide	Corrosion & Scale Control	100	mg/L
Rayon Grade Caustic Soda 50%	Corrosion & Scale Control	100	mg/L
Caustic Soda	Corrosion & Scale Control	100	mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200	mg/L
Caustic Soda 25%	Corrosion & Scale Control	200	mg/L
<b>Sodium Hypochlorite</b> [1] [CL]			
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100	mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100	mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100	mg/L

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF International.



Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100	mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100	mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100	mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100	mg/L

[1] Based on testing to the requirements of NSF/ANSI 60, use of this product at a dose of 100 mg/L or less is expected to contribute a bromate residual of 0.001 mg/L or less to the finished drinking water.

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

Facility: Ellisville, MS

Chemical/ Trade Designation	Function	Max Use	
<b>Chlorine [CL]</b>			
Chlorine	Disinfection & Oxidation	30	mg/L
<b>Sodium Hydroxide</b>			
Caustic Soda	Disinfection & Oxidation	100	mg/L
Sodium Hydroxide	Disinfection & Oxidation	100	mg/L
<b>Sodium Hypochlorite [CL]</b>			
Aqua Guard Bleach	Disinfection & Oxidation	84	mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84	mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100	mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100	mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100	mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84	mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100	mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84	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 the finished drinking water to ensure compliance to all applicable regulations.

Facility: Tampa, FL

Chemical/ Trade Designation	Function	Max Use	
<b>Chlorine [CL]</b>			
Chlorine	Disinfection & Oxidation	30	mg/L
<b>Sodium Hydroxide</b>			
Sodium Hydroxide	Corrosion & Scale Control	100	mg/L
Caustic Soda	Corrosion & Scale Control	100	mg/L
Rayon Grade Caustic Soda 50%	Corrosion & Scale Control	100	mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200	mg/L
Caustic Soda 25%	Corrosion & Scale Control	200	mg/L
<b>Sodium Hypochlorite [CL]</b>			

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF International.



Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100	mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100	mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100	mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100	mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100	mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100	mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100	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 the finished drinking water to ensure compliance to all applicable regulations.

**Facility: Ranger, GA**

Chemical/ Trade Designation	Function	Max Use	
<b>Chlorine [CL]</b>			
Chlorine	Disinfection & Oxidation	30	mg/L
<b>Sodium Bisulfite [1]</b>			
Aqua Guard Sodium Bisulfite	Dechlorinator & Antioxidant	46	mg/L
Sodium Bisulfite	Dechlorinator & Antioxidant	46	mg/L
Sodium Bisulfite 38%	Dechlorinator & Antioxidant	46	mg/L
Sodium Bisulfite Solution	Dechlorinator & Antioxidant	46	mg/L
<b>Sodium Hydroxide</b>			
Caustic Soda	Corrosion & Scale Control	100	mg/L
Caustic Soda 25%	Corrosion & Scale Control	200	mg/L
Sodium Hydroxide	Corrosion & Scale Control	100	mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200	mg/L
<b>Sodium Hypochlorite [CL]</b>			
Aqua Guard Bleach	Disinfection & Oxidation	84	mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84	mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100	mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100	mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100	mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84	mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100	mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84	mg/L

[1] This product contains sulfite. Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals. The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 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 the finished drinking water to ensure compliance to all applicable regulations.

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF International.





Facility: Brunswick, GA

Chemical/ Trade Designation	Function	Max Use	
Chlorine [CL]			
Chlorine	Disinfection & Oxidation	30	mg/L
Sodium Bisulfite [1]			
Aqua Guard Sodium Bisulfite	Dechlorinator & Antioxidant	46	mg/L
Sodium Bisulfite	Dechlorinator & Antioxidant	46	mg/L
Sodium Bisulfite 38%	Dechlorinator & Antioxidant	46	mg/L
Sodium Bisulfite Solution	Dechlorinator & Antioxidant	46	mg/L
Sodium Hydroxide			
Caustic Soda	Corrosion & Scale Control	100	mg/L
Caustic Soda 25%	Corrosion & Scale Control	200	mg/L
Rayon Grade Caustic Soda 50%	Corrosion & Scale Control	100	mg/L
Sodium Hydroxide	Corrosion & Scale Control	100	mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200	mg/L
Sodium Hypochlorite [CL]			
Aqua Guard Bleach	Disinfection & Oxidation	84	mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84	mg/L
Aqua Guard Chlorinating Sanitizer [2]	Disinfection & Oxidation	100	mg/L
Aqua Guard Chlorinating Sanitizer 10.5% [2]	Disinfection & Oxidation	100	mg/L
Aqua Guard Sodium Hypochlorite 10.5% [2]	Disinfection & Oxidation	100	mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84	mg/L
Sodium Hypochlorite 10.5% [2]	Disinfection & Oxidation	100	mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84	mg/L

[1] This product contains sulfite. Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals. The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L)

[2] Based on testing to the requirements of NSF/ANSI 60, use of Aqua Guard Chlorinating Sanitizer, Aqua Guard Chlorinating Sanitizer 10.5%, Aqua Guard Sodium Hypochlorite 10.5% or Sodium Hypochlorite 10.5% at a dose of 100 mg/L or less is expected to contribute a bromate residual of 0.001 mg/L or less to the finished drinking water.

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

Facility: Miami, FL

Chemical/ Trade Designation	Function	Max Use	
Calcium Hypochlorite [CL]			
Aqua Guard Cal Hypo	Algicide	15	mg/L
	Disinfection & Oxidation		
Calcium Hypochlorite	Algicide	15	mg/L
	Disinfection & Oxidation		
Aqua Guard Cal Hypo Granules	Algicide	15	mg/L
	Disinfection & Oxidation		
Chlorine [CL]			
Chlorine	Disinfection & Oxidation	30	mg/L

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF International.





**Sodium Hydroxide**

Sodium Hydroxide	Corrosion & Scale Control	100	mg/L
Caustic Soda	Corrosion & Scale Control	100	mg/L
Rayon Grade Caustic Soda 50%	Corrosion & Scale Control	100	mg/L

**Sodium Hypochlorite [CL]**

Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100	mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100	mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100	mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100	mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100	mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100	mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100	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 the finished drinking water to ensure compliance to all applicable regulations.

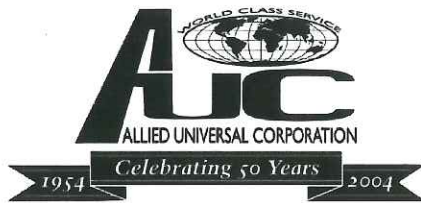
Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF International.

Allied Universal Corp

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OK

#B-130488



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

June 26, 2013

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

RE: Bid 130488 – Sodium Hypochlorite

Please find enclosed the signed third party laboratory analysis of our sodium hypochlorite sample, as per Specifications, Required Submittals listed on the above referenced bid.

The one that was originally sent to you on June 25<sup>th</sup> was not signed by NovaChem.

If any additional information is required, please let me know.

Very truly yours,

ALLIED UNIVERSAL CORPORATION

Catherine Guillarmod  
Executive Administrator

/cg

cc: J. Palmer, AUC President - CEO ✓

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 93<sup>rd</sup> Street  
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

# NovaChem

Laboratories, Inc

Date: 25 June 2013

Call for results over the phone  
513-523-3605

## Sample Analysis Results Allied Universal Bid Sample Received 19 June 2013

<u>Parameter</u>	<u>Bleach Rec'd</u> <u>6/19/2013</u>	
Wt% NaOCl	11.63	
Wt% Available Chlorine	11.08	
GPL Available Chlorine	129	
Trade %	12.9	
Wt% NaOH	0.310	
Calculated pH	13.0	
Wt% Na <sub>2</sub> CO <sub>3</sub>	0.145	
Specific Gravity, g/mL	1.1680	
Filter Test (940 mL)	0 min 47 sec (Millipore 0.8 uM, type AWWP)	
Bromate ion, mg/L	7	DL = 5 mg/L
Chlorate ion, mg/L	914	DL = 100 mg/L
Perchlorate ion, mg/L	<10	DL = 10 mg/L
Iron, mg/L	0.18	DL = 0.02 mg/L
Copper, mg/L	<0.02	DL = 0.02 mg/L
Nickel, mg/L	<0.02	DL = 0.02 mg/L

Signature: 

B.P. BUBNIS

Date: 25 June 2013

5172 College Corner Pike, P.O. Box 638, Oxford, Ohio 45056

Tel: 513-523-3605, FAX: 513-523-4025

www.novachemlabs.com

E-Mail: bbubnis@novachemlabs.com



ALLIED UNIVERSAL CORP.

B-130488



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