



## CITY MANAGER'S REPORT AGENDA ITEM REQUEST FINANCE DEPARTMENT

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**TO:** Ed Lavallee, City Manager

**THROUGH:** Jeff Snyder, Finance Director

**FROM:** Peter Boers, Procurement Manager

**DATE:** July 25, 2014

**SUBJECT:** **Approval of Cooperative Purchase of Sodium Hypochlorite for Utilities**

### **Background:**

The City of Venice Utilities Department currently purchases Sodium Hypochlorite from Allied Universal Chemical at .67 per gallon. The current contract is set to expire on August 20, 2014. Staff has identified a source for sodium hypochlorite at a contract price of .545/gallon, piggybacking a Charlotte County bid for water/wastewater chemicals.

From a procurement perspective, the Charlotte County contract allows the City to access the “buying power” of a larger entity and obtain a unit price that it may not be able to receive on its own. Staff has conducted market research and found that larger entities have obtained better pricing for Sodium Hypochlorite from the two (2) known suppliers in the area, Allied Universal Chemical and Odyssey Manufacturing Company. Typically around .50/gallon.

### **Requested Action:**

Approval of the cooperative purchase with Allied Universal Chemicals utilizing Charlotte County contract 13-325 for purchase of Sodium hypochlorite not to exceed \$150,000 per fiscal year.

### **City Attorney Review:**

The City Attorney has reviewed this document and finds its form to be legal.

### **Risk Management Review:**

The Risk Manager has reviewed this document and finds no risk management objections

### **Funds Availability (account number):**

Based on council approval, funds are available in account number. The total contract amount will be determined based upon the purchase volume requested by the City, not to exceed \$150,000 per fiscal year.

Cc: Len Bramble, Utilities Director  
Tim Hochuli, Assistant Utilities Director

**CITY OF VENICE**  
**COMPETITIVE PROCUREMENT EXEMPTION REQUEST FOR COOPERATIVE**  
**PURCHASING OR "PIGGYBACK"**

DEPARTMENT/DIVISION Utilities / Water Production

NAME OF REQUESTOR William Anderson

In accordance with its code, the City of Venice wishes to exercise its right to utilize the competitive procurement process of another jurisdiction.

Section 2-224 of the City of Venice Municipal Code for Cooperative Purchasing states - "The Finance Director, or designee, shall have the authority to enter into cooperative purchasing agreements with other public agencies for commodities and services. Competitive bidding requirements may not be applicable"

A. Vendor Information

Vendor Name: Allied Universal Corp

Address: 3901 NW 115th Avenue, Miami, FL 33178-1859

Phone: 305-888-2613 <sup>2623</sup> Fax: 305-463-8369 <sup>488-4893</sup> Email: mikehamant@allieduniversal.com

B. Please describe all products and/or services to be procured under this exemption: \_\_\_\_\_

Sodium hypochlorite (industrial bleach)

C. Please provide the estimated fiscal year expenditure for this product or service: \$ 150,000.00 (\$65,000 1204  
Account # 421-1203-533.52-00 Project # \_\_\_\_\_ \$85,000 1204  
421-1204-535.52-00

D. Briefly explain why it is in the best interest of the City to exempt this procurement from competition: \_\_\_\_\_

Charlotte County competitively bid this procurement with 2 responses. The low bid is  
significantly less than we currently pay for bleach.

E. Do you plan to use the Visa Card as a method of payment for this transaction? ☐ Yes ☒ No

F. Piggyback - Provide the entity name, contract number and contract term \_\_\_\_\_

Charlotte County Government - # 2013000325 - term September 2015 With 2 one year extension

By signature, Vendor agrees to perform all of the work described in the proposal submitted, incorporated, attached and made a part of this Agreement, all in accordance with the requirements and provisions of the Contract Documents.

Vendor: Allied Universal Corporation Date: July 23, 2014

Title: Catherine Guillarmod  
Executive Administrator *Catherine Guillarmod*

Requesting Department Director's Signature:  Date: 7-25-14

Procurement Manager's Approval:  Date: 7-30-14

Finance Director's Approval (If applicable):  Date: 7-30-14

City Manager's Approval (If applicable): \_\_\_\_\_ Date: \_\_\_\_\_

☐ The department has attached the following documentation as backup with their request; bid/rfp, executed of contract (administrative or council approval), any amendments/memorandums/renewals, and tabsheet/price sheets).

**COUNTY OF CHARLOTTE**  
**Board of County Commissioners**  
**18500 Murdock Circle**  
**Port Charlotte, FL 33948**  
**www.charlottecountyfl.gov**

County Commissioners  
Christopher Constance, District  
2, Chairman  
Stephen R. Deutsch, District 4,  
Vice-Chairman  
Ken Doherty, District 1  
Bill Truex , District 3  
Tricia Duffy, District 5



County Administrator  
Raymond J. Sandrock  
County Attorney  
Janette S. Knowlton  
Clerk of the Circuit Court  
Barbara T. Scott

**AGENDA**  
Regular Meeting

18500 Murdock Circle, Room 119

**Agenda Item Summary**

1	<b>DEPARTMENT MAKING REQUEST</b>	2	<b>MEETING DATE</b>
	Purchasing		9/10/2013 9:00:00 AM
3	<b>REQUESTED MOTION/ACTION</b>		
	a) Approve award of Bid #13-325 Water/Wastewater Chemicals, to various vendors as listed below for the term from October 1, 2013 up to and including September 30, 2014; and b) Authorize County Administrator to approve two additional one-year renewals at the same prices, terms, and conditions by mutual consent. This is an annual contract for water and wastewater chemicals.		
4	<b>AGENDA</b>	5	<b>IS THIS ITEM BUDGETED ( IF APPLICABLE ) - Yes</b>
	Consent		<b>Budget Action</b> No action needed - Amount budgeted in FY2014 - \$434,500  <b>Financial Impact Summary Statement</b> Funding for this expenditure comes from CCU O&M Fund- Various Cost Centers - Chemicals.  <b>Detailed Analysis Attached -</b>

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**BACKGROUND ( Why is this Action Necessary, and What Action will be accomplished )**

This is an annual contract for the procurement of water and wastewater treatment chemicals on an "as required" basis to be used by the Charlotte County Utilities Department. The chemicals being recommended are listed below.

It is in the best interest of the County to award Bid #13-325, Water/Wastewater Chemicals, to the lowest responsive, responsible bidders as listed below for the period October 1, 2013 up to and including September 30, 2014, with option to renew for two additional one-year terms at the same prices, terms and conditions, by mutual consent.

Calcium Hypochlorite	ChemRite, Inc.	\$108.90/ 100-lb. drum
Sulfuric Acid	Brenntag Mid-South	\$ 1.95/ gal.
Phosphoric Acid	Shannon Chemical Corp	\$424.24/ 55-gal. drum
Sodium Hydroxide	The Dumont Company	\$2,950.00/ 1,000 gal. bulk
Sodium Hypochlorite	Allied Universal Corp	\$ .545/ gal.
Hydrogen Peroxide	Siemens Water Technology	\$ 5.60/ gal.
Antiscalant	Harcros Chemicals, Inc.	\$265.05/ 55-gal. drum
Corrosion Inhibitor	Shannon Chemical Corp.	\$439.39/ 55-gal. drum
Polymer	Polydyne	\$2,139.00/ 250-gal tote
Citric Acid	Harcros Chemicals, Inc.	\$396.75/ 55-gal. drum



Charlotte County Purchasing Division  
18500 Murdock Circle, Suite 344  
Port Charlotte, Florida 33948-1094

Phone 941.743.1378  
Fax 941.743.1384

## NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

### REQUEST FOR BIDS CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed bids at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

#### **BID NO. 2013000325 WATER/WASTEWATER CHEMICALS**

This is an annual contract for the purchase of water and wastewater chemicals to be utilized by the Charlotte County Utilities Department.

There are no license(s) required to perform the services for this project.

**PRE-BID CONFERENCE: 10:00 a.m. (EST), JULY 15, 2013  
ADMINISTRATION COMPLEX BUILDING B – ROOM 106-B**

**BID OPENING: 2:00 p.m. (EST), JULY 31, 2013  
PURCHASING DIVISION CONFERENCE ROOM**

Bid Documents may be obtained by accessing the Charlotte County Purchasing Division's website at [www.charlottecountyfl.com/purchasing](http://www.charlottecountyfl.com/purchasing) under "Purchasing Bids Online", document number 133252. Any questions can be answered by contacting Carole A. Smith, CPPB, Senior Contract Specialist at 941.743.1373 or email: [carole.smith@charlottefl.com](mailto:carole.smith@charlottefl.com).

Notice of Availability  
[www.charlottecountyfl.com](http://www.charlottecountyfl.com)  
Posted: June 21, 2013



Charlotte County Purchasing Division  
18500 Murdock Circle, Suite 344  
Port Charlotte, Florida 33948-1094

Phone 941.743.1378  
Fax 941.743.1384

### STATEMENT OF NO BID

If you **do not** intend to bid on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Charlotte County Vendors' list for this commodity/service.

We the undersigned, have declined to bid on requested commodity/service **Bid #2013000325, WATER/WASTEWATER CHEMICALS**, for the following reason(s):

- \_\_\_\_\_ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- \_\_\_\_\_ Insufficient time to respond to the Invitation to Bid.
- \_\_\_\_\_ We do not offer this product or service.
- \_\_\_\_\_ Our schedule would not permit us to perform.
- \_\_\_\_\_ Unable to meet bond/insurance requirements.
- \_\_\_\_\_ Unable to meet specifications.
- \_\_\_\_\_ Specifications are unclear (explain below).
- \_\_\_\_\_ Remove us from your vendors' list for this commodity/service.
- \_\_\_\_\_ Other (specify below).

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Contact Person (typed or printed): \_\_\_\_\_

Contact Person Signature: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Note:** Statement of No Bid may be emailed to [carole.smith@charlottefl.com](mailto:carole.smith@charlottefl.com) or faxed in to the Purchasing Division at 941.743.1384.

**INSTRUCTIONS TO BIDDERS  
WATER/WASTEWATER CHEMICALS  
BID NO. 2013000325**

**IB-01 QUALIFICATIONS OF BIDDERS:** It is the intent of the County to award this contract to the lowest responsible bidder, qualified by experience and solvency, with proven reliability and the ability to supply all items within a reasonable time frame acceptable to Charlotte County. Bidder may be required to supply information in writing at the request and discretion of the County prior to award of bids, in order to verify above requirements.

**IB-02 GENDER DESIGNATION:** The County and the Contractor are treated throughout these Documents as if each were of the singular number and masculine gender.

**IB-03 EXAMINATION OF DOCUMENTS:**

A. Prior to the submission of a bid form, bidders shall carefully examine the bid package including the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Insurance Requirements, and all other related bid documents, including all modifications thereof, incorporated in the bid package.

B. Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

C. Interpretations of any of the bid documents made will be in the form of a written addendum to the documents, which will be posted on the purchasing website. Receipt of any addenda by each bidder must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming a part of the contract. No oral explanations shall be binding. The County will attempt to notify all prospective bidders of addenda issued to the bidding documents; however, it shall be the responsibility of the bidder, prior to submitting their bid, to determine if addenda were issued, acknowledging and incorporating it into their bid.

**IB-04 PREPARATION AND SUBMISSION OF BID FORM REQUIREMENTS:**

A. Bids shall be submitted on the bid form supplied by the County, or duplication thereof and attached thereto, or as otherwise specified. Bidders shall indicate the number of calendar days required for delivery and acknowledge receipt of any addenda received during the bid period.

Each bid must give the full business address of the bidder and state whether bidder is an individual, corporation or partnership. Bid Forms by a corporation must be signed in the name of the corporation, followed by the original signature and designation of the officer or other person authorized to bind the corporation.

Bid Forms by partnerships shall show the names of all partners. The partnership title shall be followed by the original signature of each partner.

Any erasures or other corrections in the bid form must be explained or noted over the signature of the bidder. Bid Forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the County.

Bid documents and forms shall be submitted sealed, and the envelope/package clearly marked with the Bid Number and the Name and Business Address of the individual/firm submitting the bid. Bids postmarked prior to said time and date but not received shall **not** be considered and will be returned to bidder unopened.

B. Bid Guarantee - The bid form shall be signed where indicated guaranteeing that the bidder will not withdraw his bid for a period of 60 days after the scheduled time of opening of bids.

**IB-05 WITHDRAWAL OF BIDS:** Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

**IB-06 BID TABULATIONS:** In accordance with Florida Statutes, Section 119(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State



the County at no expense to the County. Also, the successful bidder shall refund to Charlotte County any money which has been paid for same. The successful bidder will be responsible for reasonable County attorney fees expended to obtain compliance with this provision in the event the successful bidder defaults under this provision.

**IB-15 REGULATIONS:**

A. It shall be the responsibility of each supplier to assure compliance with any OSHA, EPA, and/or other Federal or State of Florida rules, regulations or other requirements, as each may apply.

B. Bidder must be authorized to transact business and be properly licensed in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Charlotte County will apply to any resulting contract.

**IB-16 CODE OF ETHICS:** With respect to this bid, if any bidder violates or is a party to a violation of the State of Florida/Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for Charlotte County.

**IB-17 COLLUSION:** By offering a submission to this invitation for bid, the bidder certifies the bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with this bid:

- any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;
- no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- no person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

**IB-18 SOURCE OF SUPPLY AND SUBCONTRACTORS:** Bidders are to complete the attached Source of Supply and Subcontractors form. This form must be completed and included with the bid form. If bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval.

**IB-19 DRUG FREE WORKPLACE FORM:** It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the bid form. In the event of a tie bid, the presence of a valid and accurate form may be used as a basis for awarding the contract.

**IB-20 PUBLIC ENTITY CRIMES:** In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list".

**IB-21 CANCELLATION/TERMINATION OF CONTRACT:** The County shall have the right to cancel, terminate or suspend the contract, in whole or in part, by providing the Contractor 30 days written notice by certified mail.

It is expressly understood by the County and the Contractor that funding for any successive fiscal years of the contract is contingent upon appropriation of monies by the Charlotte County Board of County Commissioners. In the event that funds are not available or are not appropriated, the County reserves the right to terminate the contract. The County will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.

opportunity to submit, a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business within five days of being notified by the Senior Division Manager of Purchasing in writing. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

If requested by the County, the bidder will be required to provide documentation substantiating the information given in this affidavit. Charlotte County reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

**IB-27 EMPLOYEE BACKGROUND CHECK:** If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

efficient techniques for off-loading established. It is the successful bidders' full responsibility to off-load all deliveries and place in County storage facilities.

Certified weight tickets are required for each delivery. Successful bidder(s) will assure separate delivery tickets for each delivery and will obtain authorized signatures from County's employees. At least one (1) copy of the delivery ticket and corresponding weight ticket shall be left with County Employee on each delivery.

The Contractor 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. 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. The County reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor'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 Contractor and shall be clean and free from contaminating material. The County may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a County approved, leak-free connection device between the trailer and the County's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. If the spill is not cleaned up, the 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 Contractor and deducted from the amount due to the Contractor. If the County's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Each individual requirement will be covered by a Purchase Order. Separate invoicing reflecting Purchase Order Numbers will be required. Should successful bidder(s) become unable to perform due to breakdown, product scheduling, lack of product or equipment, County may, as needed, purchase from other sources. The successful bidder(s) shall be held liable for the difference of cost between awarded price and cost of the required purchase from another source. Deliveries shall be made in tank truckloads as called for in these specifications. Chemicals shall be delivered to the following various locations throughout the County: (Sites marked with an asterisk (\*) are not accessible with a large tanker and shall have delivery made by a truck no longer than 26 feet in length.

\*Gulf Cove Water Booster Station # 3  
12050 Van Lenten Blvd (Gillot & Van Lenten)  
Port Charlotte, Florida 33953

Hopkins Lift Station #26  
Hopewell Avenue and Neville Terrace  
Port Charlotte, Florida 33981

\*Walenda Water Booster Station #4  
7180 Walenda Avenue  
Port Charlotte, Florida 33954

West County Staging Facility  
3560 Haitian Road  
Rotonda, Florida 33947

Leachate Treatment Plant  
29751 Zemel Road  
Punta Gorda, FL 33955

Tee View Lift Station # 857  
Tee View Road & Tee view Terrace  
Rotonda, Florida 33947

East Port Reclamation Facility  
3100 Loveland Boulevard  
Port Charlotte, Florida 33980

Rotonda Water Booster Station #6  
46 Parade Circle  
Rotonda, Florida 33946

Rotonda Wastewater Plant  
3740 Kendall Road  
Rotonda West, FL 33947

\*Ingraham Injection Station #7  
14276 Ingraham Boulevard  
Port Charlotte, FL 33981

West Port Wastewater Plant  
15005 Cattedock Point Road  
Port Charlotte, FL 33981

CCU Service Center  
25550 Harborview Road  
Port Charlotte, FL 33953

- Chlorine shall be delivered in 100-pound sealed drums or palletized with six (6) drums per pallet. Pallets must consist of wooden slates on top and bottom and are to be loaded to 600 pounds per pallet. All pallets are to be protected with shrink-wrap plastic when shipped to the County. Broken drums will not be accepted. Palletizing, shrink wraps, and associated labor involved in packing and delivery is considered incidental to the price of a palletized product. Therefore, costs involved with packaging and delivery of palletized products are to be included in the bid price as there will be no separate pay item for same.
- All granular chlorine shipping containers shall conform to applicable regulations of the Interstate Commerce Commission.
- The chemical must be white, free flowing, granular solid with a chlorinous odor. Chemical formula -  $\text{Ca}(\text{OCl}_2)_2$  with a specific gravity of 0.98%. Affidavits of compliance to AWWA Standard B300-92 regarding Calcium Hypochlorite Chlorine is required.

Should samples be required for bid evaluation, Bidders will be required to furnish one (1) 100-pound sealed drum, as designated by the County, at no charge.

**TS-08 SULFURIC ACID 93%:** All Sulfuric Acid 93%  $\pm$  1% shall be delivered in quantities of at least 200 gallons with a maximum of 1000 gallons, per delivery, at the Burnt Store RO Plant. All products shall meet NSF-60 requirements as appropriate. This chemical is intended specifically for use to lower the pH of well water prior to reverse osmosis water treatment systems.

- shall contain no more than 17ppm in Low Iron RO Grade Sulfuric Acid ( $\text{H}_2\text{SO}_4$ )
- provide a certification of the analysis of the load being delivered at the time of delivery
- provide a complete breakdown of the conversion formula required for liquid gallons to pounds
- provide MSDS documentation with the bid
- each load shall be accompanied by a certified weight ticket
- all costs incidental to delivery and off-loading of chemicals shall be included in bid price
- any deliveries not meeting chemical quality, regulatory, safety or delivery requirements shall be returned at no cost to County and shall be re-shipped and/or re-delivered by Supplier within 48 hours of the original unacceptable delivery
- supplier shall provide at the time of delivery a dated receipt, signed by the driver, identifying product and quantity
- receipts shall be signed by the on-site County personnel at the time of delivery and a copy of the receipt presented to him/her
- no delivery shall be made when a County representative is not on-site
- payment will not be made until defects are corrected and the Sulfuric Acid re-inspected and accepted
- provide certification of National Sanitation Foundation (NSF) NSF 60 registration and compliance
- Affidavit of Compliance to AWWA Standards regarding Sulfuric Acid is required

The Sulfuric Acid supplied under this specification shall contain no substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water that has been treated with it. Transport of the Sulfuric Acid shall conform to all applicable Federal, State, and local laws and regulations.

**TS-09 PHOSPHORIC ACID 75%:** All Phosphoric Acid 75% shall be delivered in 55-gallon poly drums. The chemical must be a viscous, colorless to straw-colored and odorless liquid with a specific gravity of 1.573% and a bulk density of 13.1 pounds per gallon with a chemical formula  $\text{H}_3\text{PO}_4$ . It does not need to be approved for drinking.

All Chemical shipping containers shall be in compliance with the regulations of the Interstate Commerce Commission.

**TS-10 SODIUM HYDROXIDE SOLUTION NaOH & 50% (Caustic Soda):** Sodium Hydroxide (Caustic Soda) is used in water treatment systems and wet scrubber odor control type systems. This chemical is intended specifically for use in the manipulation of pH for stability purposes in water treatment systems and wet scrubber odor-control systems. All specifications are to be in accordance with AWWA Standard B501-93 with the following specifics and additions:

- Caustic Soda 50% shall be available in bulk deliveries in quantities of at least 200 gallons and a maximum of 1000 gallons per delivery to the Burnt Store Reverse Osmosis Plant location. Only liquid 50% solution is

shall apply to all subsidiaries and affiliated companies as well as any subcontractors and all of its manufacturing or delivery points. In the event that a company is using a subcontractor to either manufacture or deliver the product, the requested items (e.g., references, terminations, and safety incidents) shall apply to the subcontractor as well.

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

The County reserves the right to subject samples of the hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by the 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 Contractor or its subcontractors shall allow 45 minutes for this testing to be completed. If testing cannot be completed within the 45-minute period, the County shall allow the Contractor to unload the shipment.

Hypochlorite supplied under this contract shall be 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 supplier to inform the 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 between County and Contractor.

Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent to 10.85 percent sodium hypochlorite by weight. Product shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment.

Hypochlorite delivered under this contract shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.4 weight percent sodium hydroxide.

Hypochlorite delivered under this contract shall meet the following containment concentration limits:

Iron	< 0.3 mg/L
Copper	< 0.03 mg/L
Nickel	< 0.03 mg/L
Chlorate	< 2,000 mg/L
Bromate	< 20 mg/L
Filter Test Time	<3 minutes
Perchlorate	<20 mg/L

The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the product.

The Contractor 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. 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.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor'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 Contractor and shall be clean and free from contaminating material.

The County may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a County approved, leak-free connection device between the trailer and the County's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. If the spill is not cleaned up, the 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 Contractor and deducted from the amount due to the Contractor. If the County's unloading equipment such as pipe, valves or level indication and alarms should fail and

a. MS-2000 Series – NEMA 4 totally enclosed system, HOA, wired for 110-volt. System shall contain two (2) electronic diaphragm pumps (Pulsafeeder series E), a 24-hour timer, calibration cylinder exhaust fan and related ¾" 316 stainless steel piping, valves and appurtenances. System shall also contain anti-siphon/back pressure regulator, and be designed with leak containment.

b. Pumps - Provide two (2) electronic diaphragm pumps with an output range of at least 0.2 to 2.5 gph and a discharge pressure of 100 psi. Pumps shall be skid-mounted, portable, and capable of easy removal and transport. Piping shall include antisiphon valve, backflow presenter, and pressure gauge. Each pump shall be wired for 110V AC/5 AMP and provided with a separate operational control system. All wiring and electrical work shall be performed in accordance with the National Electrical Code. All motors and controls shall be rated for outdoor use and enclosed in adequately rated NEMA enclosures. The pump operation shall be automatic, based on operation of the lift station pumps. One (1) of the two (2) chemical pumps shall also be wired for timer operation.

c. Storage Tanks - capacities required for each lift station site are: #26 Hopkins - 500 gallons; #302 Mauritania - 500 gallons; #322 Rio de Janeiro – 1,100 gallons; and #857 Tee View - 500 gallons. Tanks shall be double wall constructed of polyethylene with special UV light stabilizers and no titanium or carbon based pigments (Phillips resin or eg.). High purity aluminum (5254) may also be used. Tanks are to be equipped with two-inch stainless steel fill line, aluminum quick connects, and a 16-inch minimum combined man-way and vent. Tanks to be rated for minimum 10 lbs/ gallon density.

d. Tank Level – Ultrasonic transducer with LED display.

e. Piping, Valves, and Fittings - All materials shall be stainless steel with Teflon or Viton seals and O-rings. Vented ball valves are required to prevent internal pressure buildup. Pressure relief valves shall be used in lines where H<sub>2</sub>O<sub>2</sub> could be trapped.

2. Equipment Maintenance - The Contractor shall maintain all the H<sub>2</sub>O<sub>2</sub> storage and dosing equipment. Major and preventative maintenance shall be carried out on an on-going basis.

3. Emergency Response - Should an emergency exist at the pump station where the Contractor's equipment is in operation, the Contractor shall be notified by the Utility. In such an instance, the Contractor shall immediately take all necessary actions to help resolve the situation.

4. Safety Training - After the feeding equipment is in place, the Contractor shall hold a safety training session for the personnel designated by the Utility. The Contractor shall also conduct additional safety training of new personnel introduced into the work area on an as-needed basis. Safety equipment and training services shall meet all State and Federal government requirements.

C. Miscellaneous services as follows:

1. General - The Contractor shall be responsible for providing initial sulfide monitoring at sites determined by the Utility. Based on the results of the monitoring program, the Contractor may be asked to install feeding equipment and begin chemical feeding. After the feeding begins, the Contractor shall provide miscellaneous services as listed under the above #2. Equipment Maintenance.

2. Initial Sulfide Monitoring - Upon authorization by the County, the Contractor shall conduct an initial sulfide survey in the wetwell of the pump station in question and its' associated tributary area and the discharge forcemain.

Wetwell monitoring shall consist of measurement of hydrogen sulfide (H<sub>2</sub>S) gas in the air, and the total sulfide concentration in the wastewater. Wetwell monitoring shall be performed for a minimum five-day period with total sulfide measurements taken every three (3) hours between 8:00 a.m. and 5:00 p.m. Total sulfide measurement will be performed at a minimum of two (2) and a maximum of four (4) selected locations in the tributary area of the pump station. At each location, a minimum of four (4) total measurements will be made on a daily basis for a 5-day period.

Total sulfide measurements will also be performed at the discharge end of the pump station forcemain with a minimum 5-day monitoring and H<sub>2</sub>S measurements every three (3) hours between 8:00 a.m. and 5:00 p.m. The results of the Initial Sulfide Monitoring Program will be submitted to the Utility. The report shall summarize the results of the monitoring program and discuss the significance of the monitored parameters. Should sulfide control be necessary, the report shall recommend the dosing level for H<sub>2</sub>O<sub>2</sub> addition, predict the % reduction in the sulfide level, and make recommendation for dry or liquid chemical feed.

Bidders shall provide a Certificate of Analysis, as well as a current MSDS as required by law, that includes the values for each parameter with their Bid Forms. The estimated quantities for this item are five (5) deliveries per year, totaling 20 drums per year of 55-gallons, palletized, four (4) per pallet each.

Should samples be required for bid evaluation, bidders will be required to deliver 15 gallons to the County at a pre-determined site at no charge to the County for testing of product prior to awarding the bid.

The Anti-scalant supplied under this specification shall contain no substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water that has been treated with it. Transport of the Anti-scalant shall conform to all applicable Federal, State, and local laws and regulations.

**TS-14 CORROSION INHIBITOR:** Corrosion Inhibitor is utilized at the Burnt Store RO Plant. This is a liquid zinc orthophosphates to minimize corrosion in the County's distribution system. Bids shall be accepted from those bidding this product or a product with equivalent typical values.

Liquid zinc orthophosphate must be certified as meeting or exceeding Standard No. 60 as issued by the National Sanitation Foundation (NSF). The agency providing this certification must be accredited to provide such certification and does not have to be affiliated with NSF. A letter stating that the product bid meets NSF Standard 60 must be included in this bid package. Furthermore, since certification is issued for a specific production site, the bidder must specify where the supply of liquid zinc orthophosphate will be produced so that it can be confirmed that the certification submitted is valid for the product to be supplied.

Liquid zinc orthophosphate must provide effective corrosion inhibition on ferrous and non-ferrous surfaces and have the capability to complex with lead to form a chemical film on the pipe interior over a broad temperature and pH range.

It is the intention of the County to accept only liquid zinc orthophosphate. Any product that contains a blend of polyphosphates and/or orthophosphates with silicates or other compounds will not be considered and the bid will be rejected.

This product must have the capability to minimize corrosion without causing any deleterious effects to the drinking water supply when used in accordance with the manufacturer's recommendations.

A. SPECIFICATIONS: Specifications are as follows:

1. Liquid zinc orthophosphate must be Nalco C-9, or approved equal. Equality will be based upon total available orthophosphate and zinc content, and is subject to independent laboratory evaluation prior to awarding of a contract. Fees associated with this testing must be borne by each individual bidder.
2. Zinc orthophosphate must be liquid in form and easily applied via metering pump.
3. Liquid zinc orthophosphate must be manufactured from raw materials bearing Food Grade quality assurances and be manufactured in the United States. The County from time to time will run a total metal scan of supplier's product to ensure compliance to this critical quality issue. Should it be determined that the product shipped was not manufactured from Food Grade raw materials, all liquid zinc orthophosphate on site must be removed by the contractor within 48 hours of being notified and replaced with product produced from Food Grade raw materials. Supplier will be required to send Certificate of Analysis detailing levels of zinc, orthophosphate and trace metals in replacement material.
4. Liquid zinc orthophosphate must be manufactured in the United States by a producer certified for ISO 9002 quality standards and at the specific plant or site holding this certification. A copy of the valid certificate must be included with the bid. Certification for NSF Standard 60 assures the buyer against toxicological hazards only, while ISO 9002 Certification guarantees the buyer consistent conformance to stated product quality standards.
5. Liquid zinc orthophosphate must be available in bulk, returnable or disposable tote bins, and drums. All shipping containers other than returnable tote bins must be new and unused. Any reconditioned containers will be refused and the bidder will be declared in default of this bid.
6. All deliveries are to be made within five (5) working days after receipt of an order and during the normal business hours as established by the location.

These analyses should be provided by an independent laboratory and must be submitted to the County for review with any treatment recommendations. The samples should be taken from several points in the distribution system to ensure uniform and proper treatment. Each bidder must submit an example of a typical water analysis for review. In awarding the contract for liquid zinc orthophosphate the County will consider the extent and quality of the water analysis that will be provided with this contract when selecting the lowest qualified bidder.

3. Successful bidder must supply and analyze steel and copper corrosion coupons as requested by the County. It is anticipated that these coupons will be installed at selected sites throughout the distribution system for 30 and 90 day time periods. Each bidder must submit an example of a typical corrosion coupon analysis for review. The County will consider the extent and quality of the corrosion coupon analysis that will be provided with this contract when selecting the lowest qualified bidder.

4. The successful bidder must have their own technical support representatives familiar with the treatment objectives stated in this bid specification. These representatives must be available for assistance within twenty-four (24) hours of a call.

5. Each bidder must submit the names, office address and telephone number, home address and telephone number, and the resume for each of its technical representatives that meet this requirement with the bid package submitted.

6. Product shall be delivered in 55-gallon poly drums and palletized, four (4) drums per pallet. The pallets must be able to be off-loaded at the time of delivery by the supplier, using a fork-lift-type vehicle, a pallet jack, and/or lift-gate truck provided by the supplier.

**TS-15 POLYMER:** Polymer is utilized at the East Port WRF. Bids shall be accepted from those bidding this product or a product with equivalent typical values as listed below. The recommended product is Clarifloc SE-905 Polymer.

Appearance	Opaque Liquid
Ionic Character	Cationic
Charge Density	Medium
Molecular weight	Low
Approx. bulk density	8.57
Specific gravity	1.03
Active content (%)	42
Bulk viscosity (cps)	1200
Maximum concentration (g/l)	5
Stability of D.I. solution (days)	1
Dilution to obtain 5 g/l active content	85
Approx. viscosity @ 5 g/l active content (cps)	5000
Storage temperature (°C)	0-35
Shelf life (months)	six (6)

**TS-16 CITRIC ACID (50% CITRIC ACID and 50% WATER):** This chemical is intended specifically for use to lower the pH of the MBR PLANT. The product shall be delivered in quantities of 55-gallon drums, approximately eight (8) per year to the Rotonda Water Reclamation Facility. The recommended product is from ARCHER DANIELS MIDLAND CO.

DOT proper shipping Corrosive Liquid NOS (Citric Acid) 8, UN1760

Boiling Point 212F

Specific Gravity (H<sub>2</sub>O = 1) 1.24-1.26

Appearance and Order: Clear, Colorless to Pale Yellow to Brown Liquid with characteristic odor.

**TS-17 CRITERIA FOR AWARD:** The award of this bid shall be to the lowest responsive, responsible bidder(s) meeting or exceeding all of the specifications. Award of this bid may be made in total or in part, whichever the County determines is in its best interest. Identical low bids in total or per item will be awarded to the bidder with the greatest number of line items. Another consideration in the award of this bid will be the number of days required to deliver after receipt of purchase order.

In addition, the bid evaluation shall consider previous performance, safety, reliability and reference checks. Because of the hazardous nature of some products and the relatively short shelf-life of others, consideration shall be given to the bidder's safety record, reliability and previous performance.



**INSURANCE REQUIREMENTS  
WATER/WASTEWATER CHEMICALS  
BID NO. 2013000325**

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of coverage required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with the limits shown:

- **Workers Compensation/Employers Liability** – A program of Workers Compensation insurance or a state approved self-insurance program including employers' liability with at a minimum \$1,000,000 / \$1,000,000 / \$1,000,000 limits covering all persons including volunteers providing services on behalf of the Contractor. County has the right to require higher limits if deemed necessary due to the exposure of the scope of work. If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as employees under Florida Statute 440 and will not acquire any employees during the course of the contract, the requirement for Workers Compensation may be waived by the Risk Manager. On projects that require the endorsement of the US Longshoremen and Harbors Workers and Jones Act, Contractors must provide endorsements before starting work.
- **Commercial General Liability** – The Contractor shall carry General Liability insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two million dollars. The policy shall include:
  - Premises operations and mobile equipment
  - Products and completed operations
  - Property damage including completed operations
  - Explosion, collapse, and underground hazards (based on exposure)
  - Personal injury
  - Pollution liability
- **Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (Any Auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage per occurrence.
  - Pollution liability limit of not less than \$1,000,000.

If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

**Additional Insured** – All policies, **except** for the Workers Compensation shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services contained herein. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured(Form B) endorsement form ISO, CG 20 10 11 85 or other Additional Insured endorsement that meets Risk Management approval.

- **Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverage's to waive all rights of subrogation against the County, its officers, employees, agents and volunteers, Contractors and sub-Contractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractors employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
- **Policies Primary and Non-Contributory** – All policies required shall be primary and not contributing to or in excess of any Coverage County may choose to maintain.

**SAFETY AND HEALTH REQUIREMENTS  
WATER/WASTEWATER CHEMICALS  
BID NO. 2013000325**

**SH-01 HEALTH AND SAFETY PLAN:** It shall be the responsibility of the Contractor to comply with OSHA, EPA, DOT and other applicable Federal and State of Florida laws, rules, regulations or other requirements. This includes, but is not limited to, 29 CFR 1926 (Safety and Health Regulations for Construction) and 1910 (Safety and Health Regulations for General Industry). Contractors are required to have a written Health and Safety Program that is jobsite specific. The elements of this written program shall be in accordance with OSHA 1926 and 1910. A list of program elements can be obtained from Charlotte County Risk Management.

The Contractor will designate a responsible member of his organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Project Manager.

A copy of the Contractor's Health and Safety Plan will be submitted to Charlotte County at least 10 days prior to commencement of work. Contractor shall provide documentation that his employees and subcontractors received training (been informed of) on the Contractor's Health and Safety Plan. The Contractor will be responsible for conducting a site safety briefing for all visitors to the site. Documentation of these site safety briefings are to be maintained by the Contractor and made available to Charlotte County upon request.

Contractor will post, where appropriate, all necessary job-site Health and Safety notices. The Loss Control Coordinator will conduct unannounced job-site inspections during the course of the project. Minor safety violations may be addressed immediately with the onsite supervisor and Project Manager. Major safety violations will result in written notification to the Contractor and Charlotte County Department Director under which the project is being performed. Hazardous conditions that are considered by the Loss Control Coordinator to be immediately dangerous to life or limb will result in immediate stoppage of work until the hazardous conditions are corrected.

**SH-02 ACCIDENTAL SPILLS:** In the event of an accidental release or spill of chemicals or other hazardous materials the Contractor shall:

- Immediately take action as appropriate to contain the spill if this action can be taken without jeopardizing the health or safety of employees,
- Notify the Fire/EMS, or other entities as needed or required,
- Contact the Project Manager/Coordinator, and
- Contact Charlotte County Risk Management and Loss Control Coordinator.

The following phone numbers may be used in the event of an emergency:

Risk Management	941-743-1332
Loss Control Coordinator	941-764-4191 (or Cell 941-763-9951)

**SH-03 CONTROL OF FUGITIVE EMISSIONS:** The Contractor shall take all reasonable precautions necessary to control fugitive emissions from the job site. Fugitive emissions include, but are not limited to: nuisance dust, chemical odors/vapors/gases, hazardous materials such as lead or asbestos, and noise. Where the product(s) or material(s) to be used by the Contractor has a permissible exposure limit (PEL) established by OSHA the Contractor shall take all reasonable steps to maintain emissions of the product(s) or materials below the OSHA PEL. To verify that emissions are maintained below the OSHA PEL, the Contractor shall monitor, or shall contract to have monitored, work area exposure conditions. Monitoring shall occur, at a minimum, during the start of work and whenever there is a change in procedure, process, or chemical or material used. If it is deemed not practical to maintain exposures below the PEL, the Contractor shall restrict access to all areas where exposures exceed the PEL to authorized personnel only.

**A. ASBESTOS AND SUSPECT ASBESTOS CONTAINING BUILDING MATERIALS:** Contractors shall, under no circumstances, damage or disturb suspect or known asbestos containing material (ACM) unless they are a licensed Florida Asbestos Abatement Contractor and have been specifically employed to perform asbestos repair or removal. It is the responsibility of the Contractor to provide his or her own asbestos awareness program in accordance with 29 CFR 1926.1101. Where required by Federal and State regulations, the Contractor is required to have asbestos surveys performed prior to any work that includes, but is not limited to, renovation, and demolition. The asbestos survey must be performed by a firm that is licensed in the State of Florida to perform such surveys. A copy of the asbestos survey shall be submitted to the County's project manager. Asbestos materials may not be used or installed in any Charlotte County facilities.

**BID FORM  
WATER/WASTEWATER CHEMICALS  
BID NO. 2013000325**

TO: Senior Division Manager - Purchasing  
Board of County Commissioners  
Charlotte County Administration Center  
18500 Murdock Circle  
Port Charlotte, Fl. 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Safety & Health Requirements, Bid Form and any other documentation for

**WATER/WASTEWATER CHEMICALS**

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

**NOTE:** Charlotte County's official bid openings are open to the public. Citizens and submitting bidders are encouraged to attend. However, if you are unable to attend but wish to obtain the unofficial bid results, you may do so by either accessing the Purchasing Division's Website at [www.charlottecountyfl.com/purchasing](http://www.charlottecountyfl.com/purchasing) under "Purchasing Bids Online", Document Number 102864. No information regarding the submittal will be divulged over the telephone.

**Local Business Status:** If Bidder affirms that it is a local business as defined in IB-26 and in accordance with Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009, and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009, then the Affidavit Claiming Status as a Local Business, which is included as a part of this bid package, must be completed and returned.

☐ Yes, our business qualifies as a Local Business and has completed and attached the 'Affidavit Claiming Status as a Local Business' as a part of our submission.

☐ No, our business does not qualify as a Local Business.

**Please indicate by (✓) that you have included the following documentation with your bid:**

- ( ) MSDS Forms (where required)
- ( ) TS-11-Sample Test Results, References, & NELAC Certification
- ( ) TS-14, Methods of Values & Level of Lead Certification
- ( ) TS-14, Corrosion Coupon Analysis & Typical Water Analysis
- ( ) References

**NAME OF BIDDER:** \_\_\_\_\_  
(This form to be returned)

ITEM	BID DESCRIPTION	UNIT	QTY	UNIT PRICE	EXT. PRICE
TS-14	Corrosion Inhibitor	55-gal drum	8	\$ _____	\$ _____
	Method of off-loading – Vehicle w/Power Tailgate w/Power Jack			Delivery _____	calendar days
	*Corrosion Inhibitor	_____	8	\$ _____	\$ _____
	*Alternate containers				
	Method of off-loading – _____			Delivery _____	calendar days
TS-15	Polymer	250-gal totes	24	\$ _____	\$ _____
	Method of off-loading - _____			Delivery _____	calendar days
TS-16	Citric Acid Rotonda WRF	55-gal drum	8	\$ _____	\$ _____
	Method of off-loading – Vehicle w/Power Tailgate w/Power Jack			Delivery _____	calendar days

NAME OF BIDDER: \_\_\_\_\_  
 (This form to be returned)

**AFFIDAVIT**  
**Claiming Status as a Local Business**

Bidder affirms that it is a local business as defined below and in accordance with the following: Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009; and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009.

**A. Local Business Definition:**

Local business means the company has a valid Business Tax Receipt issued by Charlotte County, Sarasota County or DeSoto County for at least six months prior to the bid submission to do business within Charlotte County, Sarasota County or DeSoto County that authorizes the business to provide the services or goods, and a physical business address located within the limits of Charlotte County, Sarasota County or DeSoto County from which the business operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a business shall not be considered having a "Local Business" unless it contributes to the economic development and well-being of these Counties in a verifiable and measurable way. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as having a "Local Business". A business that misrepresents the local preference status of its company in a bid to the County will lose the privilege to claim local preference for a one year period.

**B. Competitive bid (local price match option):**

Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses, as defined below, is within five percent of the price submitted by the non-local business, each of the aforementioned local businesses shall have the opportunity to submit, a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business within five days of being notified by the Senior Division Manager of Purchasing in writing. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

If requested by the County, the bidder will be required to provide documentation substantiating the information given in this affidavit. Charlotte County reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Year Business Established: \_\_\_\_\_ Circle the appropriate County: Charlotte      DeSoto      Sarasota

State of Florida  
County of \_\_\_\_\_

Sworn to and subscribed before me, a Notary Public, for the above State and County on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
Commission Expiration

(Affix Official Seal)

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.

\_\_\_\_\_, 20\_\_\_\_.

**This page to be returned only if Contractor is claiming a Local Business Status.**

**REFERENCES - NAME OF PROJECT**

**REFERENCES:** Contractor shall submit a minimum of three (3) recent (as described within the specifications) references of projects of similar size and scope. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The County reserves the right to contact references.

1. Project Owner / Company: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_ Telephone # \_\_\_\_\_

Address: \_\_\_\_\_

City & State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Project Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Project Amount: \$ \_\_\_\_\_ Completion Date: \_\_\_\_\_

2. Project Owner / Company: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_ Telephone # \_\_\_\_\_

Address: \_\_\_\_\_

City & State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Project Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Project Amount: \$ \_\_\_\_\_ Completion Date: \_\_\_\_\_

3. Project Owner / Company: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_ Telephone # \_\_\_\_\_

Address: \_\_\_\_\_

City & State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Project Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Project Amount: \$ \_\_\_\_\_ Completion Date: \_\_\_\_\_

4. Project Owner / Company: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_ Telephone # \_\_\_\_\_

Address: \_\_\_\_\_

City & State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Project Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Project Amount: \$ \_\_\_\_\_ Completion Date: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

(This page to be returned)

**COUNTY OF CHARLOTTE**  
**Board of County Commissioners**  
**18500 Murdock Circle**  
**Port Charlotte, FL 33948**  
**www.charlottecountyfl.gov**

County Commissioners  
Christopher Constance, District  
2, Chairman  
Stephen R. Deutsch, District 4,  
Vice-Chairman  
Ken Doherty, District 1  
Bill Truex , District 3  
Tricia Duffy, District 5



County Administrator  
Raymond J. Sandroek  
County Attorney  
Janette S. Knowlton  
Clerk of the Circuit Court  
Barbara T. Scott

**AGENDA**  
Regular Meeting

18500 Murdock Circle, Room 119

**Agenda Item Summary**

<b>1</b>	<b>DEPARTMENT MAKING REQUEST</b>	<b>2</b>	<b>MEETING DATE</b>
	Purchasing		9/10/2013 9:00:00 AM
<b>3</b>	<b>REQUESTED MOTION/ACTION</b>		
	a) Approve award of Bid #13-325 Water/Wastewater Chemicals, to various vendors as listed below for the term from October 1, 2013 up to and including September 30, 2014; and b) Authorize County Administrator to approve two additional one-year renewals at the same prices, terms, and conditions by mutual consent. This is an annual contract for water and wastewater chemicals.		
<b>4</b>	<b>AGENDA</b>	<b>5</b>	<b>IS THIS ITEM BUDGETED ( IF APPLICABLE ) - Yes</b>
	Consent		<b>Budget Action</b> No action needed - Amount budgeted in FY2014 - \$434,500  <b>Financial Impact Summary Statement</b> Funding for this expenditure comes from CCU O&M Fund- Various Cost Centers - Chemicals.  <b>Detailed Analysis Attached -</b>



CHARLOTTE COUNTY BOARD OF COMMISSIONERS  
OFFICIAL BID TABULATION  
WATER/WASTEWATER CHEMICALS  
BID NO. 2013000325

DUE DATE: JULY 31, 2013

DEPT: CCU

Company Names ▶ Location ▶		Shannon Chem Corp Melbourne, PA		Environmental Compliance Resources Cheyenne, WY		Allied Universal Miami, FL		Odyssey Manufacturing Tampa, FL	
Description ▼	Unit	Qty	Price	Extension	Price	Extension	Price	Extension	Price
Calcium Hypochlorite-100 # drums	ea	800	\$	-	130.00	\$ 104,000.00	118.00	\$ 94,400.00	\$
How many drums per pallet					6		6		
Per pallet price	ea	1			780.00		118.00		
Sulfuric Acid	gal	4500							\$
Phosphoric Acid-55-gal drums	ea	18	424.24	\$ 7,636.32					\$
Sodium Hydroxide-1000gal bulk	bulk	6					3,320.00	\$ 19,920.00	\$
Sodium Hypochlorite Solution	gal	408000					0.545	\$222,360.00	0.585 \$ 238,680.00
Hydrogen Peroxide	gal	9000							\$
Antiscalant-55-gal drum	drum	20							\$
Corrosion Inhibitor (55-gal drum)	drum	8	439.39	\$ 3,515.12					\$
Corrosion Inhibitor-alternate unit		8							\$
Polymer-250-gal totes	ea	24							\$
Citric Acid - 55-gal drum	drum	8							\$

Company Names ▶ Location ▶		Polydyne, Inc. Riceboro, GA		Siemens Water Technologies LLC Sarasota, FL		Sterling Water Technologies Columbia, TN		Carus Corp Peru, IL	
Description ▼	Unit	Qty	Price	Extension	Price	Extension	Price	Extension	Price
Calcium Hypochlorite-100 # drums	ea	800	\$	-					\$
How many drums per pallet									
Per pallet price	ea	1							
Sulfuric Acid	gal	4500							\$
Phosphoric Acid-55-gal drums	ea	18					752.49	\$ 13,544.82	551.65 \$ 9,929.70
Sodium Hydroxide-1000gal bulk	bulk	6					(720 lbs/drum		\$
Sodium Hypochlorite Solution	gal	408000							\$
Hydrogen Peroxide	gal	9000			5.60	\$ 50,400.00			\$
Antiscalant-55-gal drum	drum	20							\$
Corrosion Inhibitor (55-gal drum)	drum	8					761.09	\$ 6,088.72	\$
Corrosion Inhibitor-alternate unit		8					700 lbs/drum		\$
Polymer-250-gal totes	ea	24	2,139.00	\$ 51,336.00					741.95 \$ 5,935.60
Citric Acid - 55-gal drum	drum	8					647.02	\$ 5,176.16	\$
							565 lbs/drum		

Witnesses: Carole A. Smith, Senior Contract Specialist

and

Cheryl Mastin, Senior Contract Specialist





# Charlotte County Government

"To exceed expectations in the delivery of public services."

www.CharlotteCountyFL.gov

191495

Via fax

May 28, 2013

Catherine Guillarmod, Exco. Administrator  
Allied Universal Corporation  
3901 NW 115<sup>th</sup> Avenue  
Miami, Florida 33178

Re: Renewal of Contract No. 2013000325 – Water/Wastewater Chemicals

Dear Ms. Guillarmod:

The above contract with your firm for Sodium Hypochlorite only expires September 30, 2014. The County is interested in extending this Contract an additional one year under the same prices, terms and conditions of the current Contract up to and including September 30, 2015.

This letter does not ensure that a renewal for this contract will be approved, as a contract may be extended by mutual agreement only. If the County agrees to extend said contract, you will be notified in writing of the County's intention to do so, and also be required to countersign that official notification in order to make the renewal final.

Please respond at your earliest possible convenience by signing and returning this letter by fax or email, so that I may proceed with the formalization of the renewal. Our fax number is 941.743.1384 and the email address is [carole.smith@charlottefl.com](mailto:carole.smith@charlottefl.com).

If you have any questions or concerns, please do not hesitate to contact Carole A. Smith, Senior Contract Specialist.

Yours truly,

Handwritten signature of Kimberly A. Corbett in black ink.

Kimberly A. Corbett, C.P.M., CPPB  
Senior Division Manager - Purchasing

KAC/cas

☒ Yes, I'm interested in extending my contract with Charlotte County for an additional one (1) year period, through and including September 30, 2015 under the same prices, terms, and conditions of the original contract.

☐ No thank you, I'm not interested in extending my contract with Charlotte County.

Signature

Handwritten signature of Catherine Guillarmod in black ink.

Date

5-28-14

cc: File

**PURCHASING DIVISION**  
**BUDGET & ADMINISTRATIVE | SERVICE DEPARTMENT**  
18500 Murdock Circle, Suite 344 | Port Charlotte, FL 33948-1068  
Phone: 941.743.1378 | Fax: 941.743.1384